

**FINAL**  
CITY COUNCIL  
CITY OF WICHITA  
KANSAS

City Council Meeting  
09:00 a.m. February 10, 2009

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on February 3, 2009

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**AWARDS AND PROCLAMATIONS**

- Proclamations:
  - o Girl Scout Cookie Month
  - o Black Colleges and Universities Recognition Day

**I. PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Jason A. Dilts-ROK ICT, a new grassroots organization devoted to promoting and enriching the cultural arts scene in Wichita.
2. Josh H. Brand III-Recommendation against breed specific legislation (pit bulls).
3. Craig Gabel-Request to place a question on the April ballot asking voters to approve a sales tax for property tax reduction.

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**COUNCIL BUSINESS**

**II. UNFINISHED COUNCIL BUSINESS**

1. Storm Water Sewer No. 621, Pawnee Mesa Addition, Special Assessments, Amending Ordinance 48-056 to include \$45,000 that is paid by the Storm Water Utility Fund. (District IV)  
(Deferred February 3, 2009)

RECOMMENDED ACTION: Close the Public Hearing, approve the proposed amendment and find and declare, upon the request of the Mayor, that a public emergency exists, requiring the final passage of the Bond and Note Ordinances on the date of their introduction.

**III. NEW COUNCIL BUSINESS**

1. Public Hearing and Property Tax Exemption Request, CNH America, LLC. (District IV)

RECOMMENDED ACTION: Close the public hearing and place on first reading the Ordinance granting CNH America, LLC a 100% tax exemption on the identified real property improvements for a five-year term, plus a 100% tax exemption for a second five-year term subject to City Council review.

2. Public Hearing and Property Tax Exemption Request, Eck Leasing/CE Machine Company, Inc. (District IV)

RECOMMENDED ACTION: Close the public hearing and place on first reading the Ordinance granting Eck Leasing/CE Machine Company, Inc. a 46% tax exemption on the identified real property improvements for a five-year term, plus a 46% tax exemption for a second five-year term subject to City Council review.

3. Amendment of IRB Trust Indenture, Pawnee Industrial, LLC. (District IV)

RECOMMENDED ACTION: Place on first reading the Ordinance authorizing the amendment of the Trust Indenture and authorize necessary signatures.

4. Quarterly Financial Report for the Quarter ending December 31, 2008.

RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the quarter ended December 31, 2008.

5. Approval of the Resolution to allow Wichita Festivals, Inc. to fence A. Price Woodard Park and Hyatt Regency lawn for River Festival 2009. (District I)

RECOMMENDED ACTION: Approve the resolution to allow the gating of the event to be held at A. Price Woodard Park, as part of the Wichita River Festival.

6. Naming of Edgebrook Community Park. (District VI)

RECOMMENDED ACTION: Approve naming of the site at North 33rd and North Jackson, Edgebrook Community Park.

7. Contract Agreement with Sedgwick County for Housing First Funding.

RECOMMENDED ACTION: Approve the contract agreement and authorize the necessary signatures.

8. 2009-2013 Consolidated Plan Priority Needs.

RECOMMENDED ACTION: Approve the results of the community priority needs survey.

9. Petition to construct a Sanitary Sewer in R.A. Morris Tracts, south of 13th Street North, west of Doris. (District VI)

RECOMMENDED ACTION: Approve the revised Project, adopt the Resolution, and authorize the necessary signatures.

10. Tyler Road Sidewalk, between 29th Street North and 37th Street North. (District V)

RECOMMENDED ACTION: Approve the Project, adopt the Resolution, and authorize the necessary signatures.

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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

**IV. NON-CONSENT PLANNING AGENDA**

1. CUP2008-52– DP 18 Amendment #3 to allow a night club/drinking establishment on property zoned LC Limited Commercial; generally located North of 21st Street North and east of Somerset Avenue (1580 West 21st Street North). (District VI)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the community unit plan amendment subject to the recommended conditions (requires a  $\frac{3}{4}$  supermajority vote by the governing body to override the valid protest); OR 2) Return the application to the MAPC for reconsideration (requires a simple majority). (An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

## **V. CONSENT PLANNING AGENDA**

1. \*ZON2008-00071 – City zone change from TF-3 Two-family Residential (“TF-3”) and GO General Office (“GO”) to LC Limited Commercial (“LC”) subject to a Protective Overlay; generally located south and west of the intersection of Central Avenue and Oliver Street. (District II)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change with a Protective Overlay and place the ordinance on first reading; OR 2) Return the application to the MAPC for reconsideration.  
(An override of the Planning Commission’s recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

2. \*VAC2008-00038 - Request to vacate a portion of a platted setback; generally located on the east side of St. Francis Avenue and north of Pawnee Avenue. (District III)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

3. \*DED 2009-02-Dedication of a Drainage and Utility Easement, DED 2009-03 and DED 2009-04- Dedication of Utility Easements located on the northwest corner of Broadway and MacArthur Road. (District III)

RECOMMENDED ACTION: Accept the Dedications.

4. \*A09-03 Request by Rob Ramseyer, of Greenwich Investments, LLC, to annex lands generally located north of 29th Street North and east of Greenwich Road. (District II)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

## **HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Allan Murdock, Housing Member is also seated with the City Council.

## **VI. NON-CONSENT HOUSING AGENDA**

None

## **VII. CONSENT HOUSING AGENDA**

1. \*2009 Utility Allowances - Public Housing Program.

RECOMMENDED ACTION: Review and approve the 2009 utility allowances for the Public Housing Program.

2. \*Section 8 Management Assessment Program (SEMAP).

RECOMMENDED ACTION: Approve the 2008 Section 8 Management Assessment Program (SEMAP) certification.

3. \*2009 Utility Allowances – Section 8 Housing Choice Voucher Program.

RECOMMENDED ACTION: Review and approve the utility allowances to be effective May 1, 2009 for new clients. The new utility allowance will be effective for current clients at their next recertification date beginning August 1, 2009.

## **AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

## **VIII. NON-CONSENT AIRPORT AGENDA**

None

## **IX. CONSENT AIRPORT AGENDA**

1. \*Pavement Condition Inventories - Wichita Mid-Continent and Colonel James Jabara Airports.

RECOMMENDED ACTION: Approve the grant applications and receipt of funds, and authorize the necessary signatures for the documents related to the grants.

2. \*Amendment of Right of Way for Cathodic Unit - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

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**COUNCIL AGENDA**

**X. COUNCIL MEMBER AGENDA**

None

**XI. COUNCIL MEMBER APPOINTMENTS**

1.

RECOMMENDED ACTION: Approve the Appointments.

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**XII. CONSENT AGENDA (ITEMS 1 THROUGH 20A)**

1. Report of Board of Bids and Contracts dated February 9, 2009.

a. Report of Board Bids (See Attached)

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses:

Renewal

Armour Gift Shop Inc.dba Priscilla's  
Kellogg Gift Shop Inc.dba Priscilla's

2009

2606 South Rock Road SU100  
6143 West Kellogg

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2009</u>	<u>(Consumption off Premises)</u>
Lori Cottrell	Wal-Mart Supercenter #4321	5475 North Meridian
Lori Cottrell	Wal-Mart Supercenter #1099	501 East Pawnee
Lori Cottrell	Wal-Mart Supercenter #1221	6110 West Kellogg
Lori Cottrell	Wal-Mart Supercenter #3492	1411 East Kellogg
Kenny Nguyen	PP Station	2101 North Broadway
Navid Haerl	Azaha, LLC dba Pawnee Shell	1535 East Pawnee

<u>New</u>	<u>2009</u>	<u>(Consumption off Premises)</u>
Marilyn Knedgen	CSC#35	550 North Webb Road
Marilyn Knedgen	CSC#42	3810 North Woodlawn
Marilyn Knedgen	CSC#89	3520 North Woodlawn
Marilyn Knedgen	CSC #80	3805 West 21st Street

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates:

- b. (See Attached)

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Sanitary Sewer Main to serve an Unplatted Tract, north of 29th Street North, east of Greenwich. (District II)
- b. Construct a Sanitary Sewer for Goddard School Second Addition, north of Kellogg, east of 167th Street West. (District V)
- c. Construct a Storm Water Drain in two unplatted tracts, north of Kellogg, east of Maize. (District V)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

6. Consideration of Street Closures/Uses.

RECOMMENDED ACTION: Approve street closure.

7. Agreements/Contracts:

- a. West Street from Maple to Central - Supplemental. (Districts IV and VI)
- b. Agreement to Respread Assessments: Falcon Falls Fourth Addition; west of Hillside Avenue between 45th Street North and 53rd Street North. (District I)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Change Orders:

- a. Hess Electrical Improvements.

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

9. Minutes of Advisory Boards/Commissions

Wichita Employees' Retirement Board/Police & Fire Retirement Board, December 4, 2008

Wichita Board of Appeals of Refrigeration, Air-Conditioning, Warm Air Heating and Boiler, December 18, 2008

Electrical Board of Appeals, December 9, 2008

Arts Council, January 8, 2009

RECOMMENDED ACTION: Receive and file.

10. Proposed Assessment Rolls for February 10, 2009.

Proposed Assessment Rolls have been prepared for thirty three (33) water projects, twenty six (26) sewer projects and twelve (12) storm sewer projects and it is necessary to set a public hearing date. Informal hearing with City personnel will be held March 2, 2009 at 11:00 a.m. Notification of both the informal and formal public hearings regarding the proposed special assessments will be mailed to affected property owners on February 13, 2009.

RECOMMENDED ACTION: Set the hearing on the Proposed Assessment Rolls for 9:30 a.m., Tuesday, March 10, 2009, and direct the City Clerk to publish the notices of hearing at least once not less than 10 days prior to the date of the hearing.

11. January 2009 Monthly Report to Council.

RECOMMENDED ACTION: Receive and File.

12. Memorandum of Understanding with Correctional Counseling of Kansas.

RECOMMENDED ACTION: Approve the Memorandum of Understanding and authorize necessary signatures

13. Abatement of Dangerous and Unsafe Structures. (Districts I, II, III, IV and VI)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

14. Bond Defeasance, Lease Terminations and Revised Consent to Transfer, Cimarron Acquisition, L.P. (District V)

RECOMMENDED ACTION: Approve the Consent with revised conditions, Lease and Sublease Termination and Escrow Agreement, authorize the execution and delivery of documents once all conditions are met, and authorize the necessary signatures.

15. 2009 Community Services Block Grant Application.

RECOMMENDED ACTION: Approve the 2009 CSBG Application and authorize the necessary signatures.

16. CDBG – Community Housing Services Contract Renewal. (Districts I and VI)

RECOMMENDED ACTION: Approve the contract renewal with Community Housing Services and authorize the necessary signatures.

17. Nuisance Abatement Assessments.

RECOMMENDED ACTION: Approve the proposed assessments.

18. Update of the Water Supply Environmental Impact Statement - Supplemental Agreement.

RECOMMENDED ACTION: Approve the Supplemental Agreement for Professional Services with Burns and McDonnell and authorize the necessary signatures.

19. Office of Central Inspection Building Permit Fee Increase.

RECOMMENDED ACTION: Receive and file report on OCI building permit fee increase.

20. Second Reading Ordinances: (First Read February 3, 2009)

a. List of Second Reading Ordinances

(See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

City of Wichita  
City Council Meeting  
February 10, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Storm Water Sewer No. 621, Pawnee Mesa Addition, Special Assessments, Amending Ordinance 48-056 to include \$45,000 that is paid by the Storm Water Utility Fund. (District IV)

**INITIATED BY:** Department of Public Works

**AGENDA:** Unfinished Business

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**Recommendation:** Approve the proposed assessments and ordinances.

**Background:** The City Council previously approved this Ordinance on October 21, 2008. The Ordinance included the correct amount that is assessed to the improvement district but omitted the \$45,000 to be paid by the Storm Water Utility Fund.

**Analysis:** The original Ordinance was published October 24, 2008 with the error omitting the amount to be paid by the Storm Water Utility Fund. The amount that is assessed to the property owners is correct and does not need to be changed.

**Financial Considerations:** This project is part of the 796 Bond Sale and closes February 19, 2009. The amendment to Ordinance 48-056 needs to be completed prior to the closing date since the principal and interest for the first year of the spread is scheduled to be placed on the 2009 tax roll.

**Goal Impact:** The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of home ownership.

**Legal Considerations:** This project was initiated pursuant to provisions of KSA 12-6a01 et seq. as amended. The Petition represents 15 of 22 (68.2%) resident owners and 74.5% of the improvement district area.

**Recommendation/Action:** This is an amended version of the early ordinance, which was published in error. It is recommended that the City Council close the Public Hearing, approve the proposed amendment and find and declare, upon the request of the Mayor, that a public emergency exists, requiring the final passage of the Bond and Note Ordinances on the date of their introduction.

**Attachment:** Original Ordinance 48-056 approved October 21, 2008  
Corrected Ordinance  
Declaration of Emergency

Published in the Wichita Eagle, **October 24, 2008**

ORDINANCE NO. 48-056

**AN ORDINANCE LEVYING ASSESSMENTS ON LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTION OF SWS NO. 621, TO SERVE PAWNEE MESA ADDITION, North of Pawnee, East of 119th Street West (468-84152/485-310).**

WHEREAS, pursuant to the proceedings regularly had according to law, contracts have been let for the following improvement in the City of Wichita, Kansas: construction of **SWS NO. 621, TO SERVE PAWNEE MESA ADDITION, North of Pawnee, East of 119th Street West (468-84152/485-310)** and such contracts have been duly performed, and

WHEREAS, the Governing Body has determined that the total cost of such improvement is **\$108,400.00** and that **\$108,400.00** be assessed against the improvement district, **\$0.00** be paid by the City at Large and **\$0.00** be paid by the Sewer Utility Fund, and

WHEREAS, said Governing Body has, after due notice, met and determined the amount of such special assessments.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Special assessments to pay the cost of said improvement as authorized by **Resolution No. 06-122**, adopted **March 7, 2006** and published **March 10, 2006** be and the same are hereby levied against the several lots, pieces and parcels of land liable for special assessment for said improvement as follows:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOT 25 BLOCK 13 PAWNEE MESA ADD.	11,116.17
LOT 26 BLOCK 13 PAWNEE MESA ADD.	7,649.83
LOT 27 BLOCK 13 PAWNEE MESA ADD.	8,899.99
LOT 28 BLOCK 13 PAWNEE MESA ADD.	9,092.06

LOT 29 BLOCK 13 PAWNEE MESA ADD.	9,092.06
LOT 30 BLOCK 13 PAWNEE MESA ADD.	9,092.06
LOT 31 BLOCK 13 PAWNEE MESA ADD.	9,092.06
LOT 32 BLOCK 13 PAWNEE MESA ADD.	9,092.06
LOT 33 BLOCK 13 PAWNEE MESA ADD.	9,092.06
LOT 34 BLOCK 13 PAWNEE MESA ADD.	9,092.06
LOT 35 BLOCK 13 PAWNEE MESA ADD.	7,955.55
LOT 36 BLOCK 13 PAWNEE MESA ADD.	9,134.04

SECTION 2. The amounts so levied and assessed as set forth in the foregoing Section 1 shall be due and payable from and after the date hereof at the Debt Management Section of the Finance Department. The owners of the properties will be given a period until 5:00 o'clock p.m. on **November 24, 2008**, during which the special assessments may be paid and the lien against the property for which the special assessment is paid shall thereupon be discharged and satisfied.

SECTION 3. That payment of said assessments may indefinitely be deferred against those property owners eligible for such deferral as provided in City of Wichita Ordinance No. 43-977.

SECTION 4. For any portion of the assessments which are not paid by the above specified date and time, general obligation bonds of the City, payable in installments over a period of not to exceed fifteen (15) years, will be issued as provided by K.S.A. 12-6a14 (c), and the principal amount of the unpaid assessments, together with interest on the unpaid principal balance thereof at a rate to be determined by the Governing Body (such rate not to exceed the maximum rate allowed by K.S.A. 10-1009, as amended) will be certified to the County Clerk of Sedgwick County, Kansas, for the aforesaid number of years, and will be levied against the

property liable therefore in the same form and manner as, and will be collected at such time as is customary for, the levying and collecting of ad valorem property taxes, and the taxes so collected will be used for the purpose of paying the principal of and the interest on such general obligation bonds as they mature and become due. The first such levy shall be made for the year **2009**.

SECTION 5. This ordinance shall take effect and be in force as of and on **October 24, 2008** after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas this 21st day of October, 2008.

Signed by the Mayor

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk  
(seal)

APPROVED AS TO FORM:

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Gary Rebenstorf, Director of Law

First Published in the Wichita Eagle, **October 24, 2008**

**Amended and Republished in the Wichita Eagle** \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_ **48-056** \_\_\_\_\_

**AN ORDINANCE LEVYING ASSESSMENTS ON LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTION OF SWS NO. 621, TO SERVE PAWNEE MESA ADDITION, North of Pawnee, East of 119th Street West (468-84152/485-310).**

WHEREAS, pursuant to the proceedings regularly had according to law, contracts have been let for the following improvement in the City of Wichita, Kansas: construction of **SWS NO. 621, TO SERVE PAWNEE MESA ADDITION, North of Pawnee, East of 119th Street West (468-84152/485-310)** and such contracts have been duly performed, and

WHEREAS, the Governing Body has determined that the total cost of such improvement is **\$108,400.00** and that **\$108,400.00** be assessed against the improvement district, **\$0.00** be paid by the City at Large and **\$45,000.00** be paid by the Storm Water Utility Fund, and

WHEREAS, said Governing Body has, after due notice, met and determined the amount of such special assessments.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Special assessments to pay the cost of said improvement as authorized by **Resolution No. 06-122**, adopted **March 7, 2006** and published **March 10, 2006** be and the same are hereby levied against the several lots, pieces and parcels of land liable for special assessment for said improvement as follows:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOT 25 BLOCK 13 PAWNEE MESA ADD.	11,116.17
LOT 26 BLOCK 13 PAWNEE MESA ADD.	7,649.83
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LOT 35 BLOCK 13 PAWNEE MESA ADD.	7,955.55
LOT 36 BLOCK 13 PAWNEE MESA ADD.	9,134.04

SECTION 2. The amounts so levied and assessed as set forth in the foregoing Section 1 shall be due and payable from and after the date hereof at the Debt Management Section of the Finance Department. The owners of the properties will be given a period until 5:00 o'clock p.m. on **November 24, 2008**, during which the special assessments may be paid and the lien against the property for which the special assessment is paid shall thereupon be discharged and satisfied.

SECTION 3. That payment of said assessments may indefinitely be deferred against those property owners eligible for such deferral as provided in City of Wichita Ordinance No. 43-977.

SECTION 4. For any portion of the assessments which are not paid by the above specified date and time, general obligation bonds of the City, payable in installments over a period of not to exceed fifteen (15) years, will be issued as provided by K.S.A. 12-6a14 (c), and the principal amount of the unpaid assessments, together with interest on the unpaid principal balance thereof at a rate to be determined by the Governing Body (such rate not to exceed the

maximum rate allowed by K.S.A. 10-1009, as amended) will be certified to the County Clerk of Sedgwick County, Kansas, for the aforesaid number of years, and will be levied against the property liable therefor in the same form and manner as, and will be collected at such time as is customary for, the levying and collecting of ad valorem property taxes, and the taxes so collected will be used for the purpose of paying the principal of and the interest on such general obligation bonds as they mature and become due. The first such levy shall be made for the year **2009**.

SECTION 5. This ordinance shall take effect and be in force as of and on **October 24, 2008** after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas this 21st day of October, 2008.

Signed by the Mayor

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk  
(seal)

APPROVED AS TO FORM:

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Gary Rebenstorf, Director of Law

## REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit*, February 10, 2009, of an ordinance entitled:

**AN ORDINANCE LEVYING ASSESSMENTS ON LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTION OF SWS NO. 621, TO SERVE PAWNEE MESA ADDITION, North of Pawnee, East of 119th Street West (468-84152/485-310).**

The general nature of such emergency is to enable the City to correct an omission of the amount that is to be paid by the "Storm Water Utility Fund" prior to the closing date of the 796 Bond Sale. The cost of improvement assessed to the property owners is correct as shown in the original Ordinance published October 24, 2008.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on this 10th day of February 2009.

(Seal)  
ATTEST:

\_\_\_\_\_  
CARL BREWER, Mayor

\_\_\_\_\_  
KAREN SUBLETT, City Clerk

First Published in the Wichita Eagle, **October 24, 2008**

**Amended and Republished in the Wichita Eagle** \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_ 48-056 \_\_\_\_\_

**AN ORDINANCE LEVYING ASSESSMENTS ON LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTION OF SWS NO. 621, TO SERVE PAWNEE MESA ADDITION, North of Pawnee, East of 119th Street West (468-84152/485-310).**

WHEREAS, pursuant to the proceedings regularly had according to law, contracts have been let for the following improvement in the City of Wichita, Kansas: construction of **SWS NO. 621, TO SERVE PAWNEE MESA ADDITION, North of Pawnee, East of 119th Street West (468-84152/485-310)** and such contracts have been duly performed, and

WHEREAS, the Governing Body has determined that the total cost of such improvement is **\$108,400.00** and that **\$108,400.00** be assessed against the improvement district, **\$0.00** be paid by the City at Large and **\$45,000.00** be paid by the Storm Water Utility Fund, and

WHEREAS, said Governing Body has, after due notice, met and determined the amount of such special assessments.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Special assessments to pay the cost of said improvement as authorized by **Resolution No. 06-122**, adopted **March 7, 2006** and published **March 10, 2006** be and the same are hereby levied against the several lots, pieces and parcels of land liable for special assessment for said improvement as follows:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOT 25 BLOCK 13 PAWNEE MESA ADD.	11,116.17
LOT 26 BLOCK 13 PAWNEE MESA ADD.	7,649.83

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SECTION 2. The amounts so levied and assessed as set forth in the foregoing Section 1 shall be due and payable from and after the date hereof at the Debt Management Section of the Finance Department. The owners of the properties will be given a period until 5:00 o'clock p.m. on **November 24, 2008**, during which the special assessments may be paid and the lien against the property for which the special assessment is paid shall thereupon be discharged and satisfied.

SECTION 3. That payment of said assessments may indefinitely be deferred against those property owners eligible for such deferral as provided in City of Wichita Ordinance No. 43-977.

SECTION 4. For any portion of the assessments which are not paid by the above specified date and time, general obligation bonds of the City, payable in installments over a period of not to exceed fifteen (15) years, will be issued as provided by K.S.A. 12-6a14 (c), and the principal amount of the unpaid assessments, together with interest on the unpaid principal balance thereof at a rate to be determined by the Governing Body (such rate not to exceed the maximum rate allowed by K.S.A. 10-1009, as amended) will be certified to the County Clerk of Sedgwick County, Kansas, for the aforesaid number of years, and will be levied against the property liable therefor in the same form and manner as, and will be collected at such time as is customary for, the levying and collecting of ad valorem property taxes, and the taxes so collected will be used for the purpose of paying the principal of and the interest on such general obligation bonds as they mature and become due. The first such levy shall be made for the year **2009**.

SECTION 5. This ordinance shall take effect and be in force as of and on **October 24, 2008** after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas this 21st day of October, 2008.

Signed by the Mayor

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk  
(seal)

APPROVED AS TO FORM:

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Gary Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
February 10, 2009

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing and Property Tax Exemption Request (CNH America, LLC)  
(District IV)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Close the public hearing and place Ordinance on first reading.

**Background:** CNH America, LLC (“CNH”), formerly Case Corporation, has operated in Wichita for close to forty years as a manufacturer of skid steer and compact track loaders. CNH has recently completed a major expansion of the plant at 3301 South Hoover Road. After having submitted a letter of intent to the City, the company has constructed a 114,000 sf building addition and installed new machinery and equipment. CNH is requesting property tax exemption under the Economic Development Exemption (EDX) program.

**Analysis:** CNH completed the building expansion in 2008 to increase warehouse capacity. The company had been leasing space 16 miles from the plant. The expansion provides increased efficiency and space for production increases as well as a more streamlined inventory pipeline. The Wichita Plant designs, produces and tests the complete CNH skid steer and compact track loader lines for use in a number of industries including agriculture and construction. The Wichita Plant continues to be one of CNH America’s primary plants for expansion and this expansion will accommodate the company’s new line of compact track loaders.

CNH Wichita currently employs 571 and plans to add at least 65 new jobs over the next five years as a result of the expansion. The average wages for the new positions will be \$48,620/year. The project includes construction of a 114,000 s.f. warehouse and production facility at a cost of \$3,940,980, and purchase of additional machinery and equipment totaling \$1,948,500.

Under the Economic Development Incentive Policy, CNH is eligible for the following property tax abatement:

**TAX EXEMPTION ELIGIBILITY**

83.2%	New Job Creation: CNH will create at least 65 new jobs over five years with average wages above the MSA average
<u>47%</u>	Capital Investment: CNH will invest at least \$5,889,480
<b>130.2%</b>	<b><i>Sub Total Business - Incentive Eligibility (Maximum allowed is 100%)</i></b>
<u>00.0%</u>	Location Premium: CNH is not located in the central redevelopment area
<b>100%</b>	<b>TOTAL EXEMPTION ALLOWED UNDER ECONOMIC DEVELOPMENT INCENTIVE POLICY</b>

Under the Economic Development Incentive Policy, CNH is eligible for a 100% tax exemption on the identified real property for a five-year term, plus a 100% tax exemption for a second five-year term subject to City Council approval. Staff recommends a 100% property tax abatement. A notice of public hearing has been published. CNH has agreed to comply with the conditions set forth in the attached Economic Development Incentive Agreement.

**Financial Considerations:** Based on the 2008 mill levy, the estimated tax value of exempted property for the first full year is approximately \$116,158. The value of the 100% real property tax exemption as applicable to taxing jurisdictions is:

City	\$ 31,583	State	\$ 1,478
County	\$ 29,929	USD 259	\$ 53,169

Wichita State University's Center for Economic Development and Business Research performed a cost-benefit analysis indicating benefit-to-cost ratios, which are as follows:

City of Wichita	1.62 to one
Sedgwick County	1.30 to one
USD 259	1.00 to one
State of Kansas	10.00 to one

**Goal Impact:** Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

**Legal Considerations:** The City Attorney's Office has approved the attached Ordinance and Economic Development Incentive Agreement as to form.

**Recommendations/Actions:** It is recommended that City Council close the public hearing and place on first reading the Ordinance granting CNH America, LLC a 100% tax exemption on the identified real property improvements for a five-year term, plus a 100% tax exemption for a second five-year term subject to City Council review.

**Attachments:** Ordinance, Economic Development Incentive Agreement

FIRST PUBLISHED IN THE WICHITA EAGLE ON  
ORDINANCE NO. 48-184

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF CNH AMERICA, LLC, SO EXEMPTED.

WHEREAS, Article 11, Section 13, of the Kansas Constitution provides that the governing body of the City may, by Ordinance, exempt from all ad valorem taxation all or any portion of the appraised value of certain property meeting the requirements of the constitutional provision; and

WHEREAS, the City of Wichita has adopted an Economic Development Incentive Policy by which the City will consider granting tax exemptions upon a clear and factual showing of direct economic benefit including the creation of additional jobs or the upgrading of existing jobs and the stimulation of additional private investment; and

WHEREAS, CNH America, LLC, requests an ad valorem tax exemption on a proposed expansion project of 100% for a five-plus-five year term on the construction of a new building; and

WHEREAS, CNH America, LLC, has operated within the City for approximately 40 years as a manufacturer of skid steers and compact track loaders; and

WHEREAS, CNH America, LLC, proposes a \$5,889,480 expansion by the construction of a new building expansion to be located at 3301 S. Hoover in southwest Wichita; and

WHEREAS, the City Council of the City of Wichita has reviewed the application and supporting documentation supplied by CNH America, LLC, has reviewed the impact statements provided by Staff, and the Cost-Benefit Analysis by the Wichita State University and has conducted a public hearing on such application on February 10, 2009; and

WHEREAS, the City Council of the City of Wichita has found and determined:

1. CNH America, LLC is an existing business located in Wichita, Kansas, and intends to expand its business by construction of a building expansion.
2. The construction of the expansion for which exemption is given occurred after May 25, 2007. No exemption will be given for construction which occurred before that date.
3. Such construction is to be used exclusively for the purposes specified in Section 13 of Article 11 of the Kansas Constitution.
4. By such expansion, CNH America, LLC will create new employment for 65 employees within five years after the start of the project.

5. Tax exemption will be given only for the construction of a building expansion.
6. The property on which exemption is given will meet the requirements of the Kansas Constitution and the City of Wichita's Economic Development Incentive Policy.
7. Such ad valorem tax exemption is in the public interest providing for economic growth and benefit including the creation of jobs and stimulating additional private investment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS,

1. The City Council of the City of Wichita, Kansas hereby makes a factual determination that an ad valorem tax exemption of the type requested by CNH America, LLC is required to retain jobs in the State of Kansas, and that the property to be exempted is to be used exclusively for manufacturing articles of commerce.

2. CNH America, LLC is hereby granted an ad valorem tax exemption of 100% for a five-year term on the construction of a building expansion and 100% for a second five years, subject to approval by the then current governing body, located within the Wichita City limits at 3301 S. Hoover in southwest Wichita, at an estimated cost of \$5,889,480. Such exemption is to begin in the calendar year after the calendar year in which the expansion is completed, and may be terminated early (and CNH America, LLC may be required to repay amounts previously abated), in the event of any failure by CNH America, LLC, to perform its obligations under the Economic Development Incentive Agreement it has executed with the City.

3. The Economic Development Incentive Agreement between the City of Wichita and CNH America, LLC is hereby approved.

4. The Office of Urban Development shall be responsible for monitoring the performance of CNH America, LLC and shall provide annual reports on such performance.

5. Such exemption is subject to verification that the level of employment at the time of the completion of the project is at least equal to the level of employment as stated in CNH America, LLC's written request for ad valorem tax exemptions as presented to the City Council and to administrative staff and dated December 28, 2008 and as stated in CNH America, LLC's annually approved EEO/AA Plan.

6. Such exemption may hereafter be withdrawn by the City Council upon a finding that CNH America, LLC no longer is entitled to such exemption in accordance with the Economic Development Incentive Agreement, which CNH America, LLC has executed with the City.

7. The City Council may, at its discretion, require CNH America, LLC to return all funds exempted if there is a failure to meet the terms and conditions of the Economic Development Incentive Agreement which CNH America, LLC has executed with the City.

8. Upon finding that CNH America, LLC has failed to meet its obligations under the Economic Development Incentive Agreement, the City Council shall require the repayment of all prior amounts of taxes that have been exempted and shall withhold any future exemption of taxes on CNH America, LLC's expansion project. All repayments shall be redistributed to the local taxing authorities at the proper taxing rates.

9. This Ordinance shall be in full force and effect from and after its passage and publication in the official City paper.

Passed by the governing body of the City of Wichita, Kansas this \_\_\_\_ day of \_\_\_\_\_, 2009.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

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Gary E. Rebenstorf, City Attorney

# **Economic Development Incentive Agreement**

**THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT** (the “Agreement”) is made and entered into on this \_\_\_\_ day of February, 2009, by and between the City of Wichita, Kansas, hereinafter referred to as the “City,” and CNH America, LLC hereinafter referred to as the “Company.”

**WHEREAS**, the Company currently operates a facility in Wichita, Kansas, for the design and manufacture of skid steers and compact track loaders for many industries including construction and agriculture, and, as of December 31, 2008 has completed an expansion by constructing and equipping a new warehouse facility; and

**WHEREAS**, both the City and the Company desire for the Company to continue operating its business in Wichita, Kansas; and

**WHEREAS**, the City desires to increase employment opportunities for the citizens of Wichita, Kansas, and to further the other goals advanced by its economic development incentive policy; and

**WHEREAS**, the Company warrants that it is capable of, and desires to, increase the number of employment positions at its Wichita, Kansas facility; and

**WHEREAS**, the City has designed an economic development incentive program to accomplish its goal of increasing employment opportunities in Wichita, Kansas; and

**WHEREAS**, the purpose of this Agreement is to state the terms and conditions under which the City will cooperate in furnishing said economic development incentives.

**NOW, THEREFORE**, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

1. **THE COMPANY.** The Company agrees (to the extent not already hitherto performed) that it shall do the following:
  - A. Between May 25, 2007 and December 31, 2008, the Company will have completed the construction of a building addition and the acquisition and installation of manufacturing equipment at its manufacturing facility, located at 3301 South Hoover Road, Wichita, Kansas, at a cost of \$5,889,480, to be used exclusively for the purposes of manufacturing articles of commerce;
  - B. Maintain, throughout the period from the date of this Agreement to May 25, 2012, employment of not less than five hundred seventy-one (571) employees at such manufacturing facility;

- C. On or prior to May 25, 2012, the Company will add an additional sixty-five (65) new jobs at such manufacturing facility, and thereafter, maintain employment of not less than six hundred thirty-six (636) employees at such manufacturing facility, through at least December 31, 2018;
- D. During the entire term of this Agreement, the Company will continuously maintain the average wage paid to its employees at a level (1) equal to or greater than the average wage paid by businesses in the Wichita Metropolitan Statistical Area with the Company's NAICS classification, or alternatively, (2) greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Sector 336;
- E. During the entire term of this Agreement, the Company will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the City, and will annually file its Equal Employment Opportunity/Affirmative Action Plan with the City;
- F. During the entire term of this Agreement, the Company will timely pay all *ad valorem* property taxes levied on its real or personal property within Sedgwick County, Kansas;
- G. During the entire term of this Agreement, the Company will ensure that it does not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and the Company will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws, amendments or regulations promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity;
- H. During the entire term of this Agreement, the Company will comply with all applicable governmental laws, rules and regulations; and,
- I. During the entire term of this Agreement, the Company will cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the Company and any inspection of the Company's premises or interviews with the Company's staff.

2. **EFFECT OF COMPANY'S BREACH; REMEDIES.** The Company acknowledges that in the event of its noncompliance with any of its obligations or agreements under the foregoing Section 1, the City will not have received the social and economic development benefits expected in connection with its entry into this Agreement and its furnishing of the economic development incentives provided for hereunder, and the resulting loss to the City will be difficult to measure. In such event, Company shall be required to pay to the City, as liquidated damages, or as a payment in lieu of tax, an amount equal to the *ad valorem* taxes that would theretofore have been payable but for the tax exemption referred to in Section 3 of this Agreement, and the City shall be entitled to take action to cancel and revoke such exemption for any subsequent period. No delay or omission by the City to enforce any of its rights as provided for herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right.
3. **THE CITY.** So long as the Company meets and performs its obligations under this Agreement, it is the City's intention that the 114,000 square foot building constructed by the Company pursuant to Section 1.A., above, shall be entitled to a 100% exemption from *ad valorem* taxation for a period of five (5) calendar years, commencing January 1, 2009, and provided proper application is made therefor. It is the City's further intention that the building expansion shall be entitled to a 100% exemption from *ad valorem* taxation for an additional period of five years from January 1, 2014 to December 31, 2018, subject to the approval, in 2013, of the then current governing body. The City agrees that, during the term of this Agreement, and so long as the Company continues to meet and perform all of its obligations under this Agreement, the City will reasonably cooperate with the Company's efforts to perfect the intended exemption before the Kansas Court of Tax Appeals, and to make all necessary annual filings required to maintain such *ad valorem* tax exemption in full force and effect during the term of this Agreement, in accordance with K.S.A. 79-210 *et seq.*
4. **TERM.** This Agreement shall commence on the date first written above, and shall end on December 31, 2018.
5. **INCORPORATION OF APPENDIX.** Appendix A (Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements) is attached hereto and made a part hereof as if fully set out herein.
6. **ENTIRE AGREEMENT.** This Agreement and any Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In the event of a conflict between the terms of this Agreement and the terms

contained in an Appendix, Statement of Work or other attachment, the terms of this Agreement will control.

7. **NOTIFICATION.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

City: Office of Economic Development  
Attn: Economic Development Administrator  
455 North Main, 13<sup>th</sup> Floor  
Wichita, Kansas 67202

and

Department of Law  
Attn: City Attorney  
455 North Main, 13<sup>th</sup> Floor  
Wichita, Kansas 67202

Company: CNH America, LLC  
3301 S Hoover Road  
Wichita, KS 67215

and

ITM Services  
Attn: CNH America Property Tax Agent  
PO Box 672346  
Houston, TX 77267-2346

8. **AUTHORITY.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf  
Director of Law

\_\_\_\_\_  
Carl Brewer, Mayor

CNH AMERICA, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **APPENDIX A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
  5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

# **Economic Development Incentive Agreement**

**THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT** (the “Agreement”) is made and entered into on this \_\_\_\_ day of February, 2009, by and between the City of Wichita, Kansas, hereinafter referred to as the “City,” and Eck Leasing/CE Machine Company, Inc. hereinafter referred to as the “Company.”

**WHEREAS**, the Company currently operates a facility in Wichita, Kansas, for manufacturing of metal components for the aviation industry, and, as of December 31, 2008 has completed an expansion by constructing and equipping a building addition; and

**WHEREAS**, both the City and the Company desire for the Company to continue operating its business in Wichita, Kansas; and

**WHEREAS**, the City desires to increase employment opportunities for the citizens of Wichita, Kansas, and to further the other goals advanced by its economic development incentive policy; and

**WHEREAS**, the Company warrants that it is capable of, and desires to, increase the number of employment positions at its Wichita, Kansas facility; and

**WHEREAS**, the City has designed an economic development incentive program to accomplish its goal of increasing employment opportunities in Wichita, Kansas; and

**WHEREAS**, the purpose of this Agreement is to state the terms and conditions under which the City will cooperate in furnishing said economic development incentives.

**NOW, THEREFORE**, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

1. **THE COMPANY.** The Company agrees (to the extent not already hitherto performed) that it shall do the following:
  - A. Between August 1, 2007 and December 31, 2008, the Company will have completed the construction of a building addition and the acquisition and installation of manufacturing equipment at its manufacturing facility, located at 1741 South Hoover Court, Wichita, Kansas, at a cost of \$1,326,050, to be used exclusively for the purposes of manufacturing articles of commerce;
  - B. Maintain, throughout the period from the date of this Agreement to August 1, 2012, employment of not less than forty-seven (47) employees at such manufacturing facility;

- C. On or prior to August 1, 2012, the Company will add an additional ten (10) new jobs at such manufacturing facility, and thereafter, maintain employment of not less than fifty-seven (57) employees at such manufacturing facility, through at least December 31, 2018;
- D. During the entire term of this Agreement, the Company will continuously maintain the average wage paid to its employees at a level (1) equal to or greater than the average wage paid by businesses in the Wichita Metropolitan Statistical Area with the Company's NAICS classification, or alternatively, (2) greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Sector 336;
- E. During the entire term of this Agreement, the Company will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the City, and will annually file its Equal Employment Opportunity/Affirmative Action Plan with the City;
- F. During the entire term of this Agreement, the Company will timely pay all *ad valorem* property taxes levied on its real or personal property within Sedgwick County, Kansas;
- G. During the entire term of this Agreement, the Company will ensure that it does not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and the Company will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws, amendments or regulations promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity;
- H. During the entire term of this Agreement, the Company will comply with all applicable governmental laws, rules and regulations; and,
- I. During the entire term of this Agreement, the Company will cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the Company and any inspection of the Company's premises or interviews with the Company's staff.

2. **EFFECT OF COMPANY'S BREACH; REMEDIES.** The Company acknowledges that in the event of its noncompliance with any of its obligations or agreements under the foregoing Section 1, the City will not have received the social and economic development benefits expected in connection with its entry into this Agreement and its furnishing of the economic development incentives provided for hereunder, and the resulting loss to the City will be difficult to measure. In such event, Company shall be required to pay to the City, as liquidated damages, or as a payment in lieu of tax, an amount equal to the *ad valorem* taxes that would theretofore have been payable but for the tax exemption referred to in Section 3 of this Agreement, and the City shall be entitled to take action to cancel and revoke such exemption for any subsequent period. No delay or omission by the City to enforce any of its rights as provided for herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right.
3. **THE CITY.** So long as the Company meets and performs its obligations under this Agreement, it is the City's intention that the 17,700 square foot building constructed by the Company pursuant to Section 1.A., above, shall be entitled to a 46% exemption from *ad valorem* taxation for a period of five (5) calendar years, commencing January 1, 2009, and provided proper application is made therefor. It is the City's further intention that the building expansion shall be entitled to a 46% exemption from *ad valorem* taxation for an additional period of five years from January 1, 2014 to December 31, 2018, subject to the approval, in 2013, of the then current governing body. The City agrees that, during the term of this Agreement, and so long as the Company continues to meet and perform all of its obligations under this Agreement, the City will reasonably cooperate with the Company's efforts to perfect the intended exemption before the Kansas Court of Tax Appeals, and to make all necessary annual filings required to maintain such *ad valorem* tax exemption in full force and effect during the term of this Agreement, in accordance with K.S.A. 79-210 *et seq.*
4. **TERM.** This Agreement shall commence on the date first written above, and shall end on December 31, 2018.
5. **INCORPORATION OF APPENDIX.** Appendix A (Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements) is attached hereto and made a part hereof as if fully set out herein.
6. **ENTIRE AGREEMENT.** This Agreement and any Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In the event of a conflict between the terms of this Agreement and the terms

contained in an Appendix, Statement of Work or other attachment, the terms of this Agreement will control.

7. **NOTIFICATION.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

City: Office of Economic Development  
Attn: Economic Development Administrator  
455 North Main, 13<sup>th</sup> Floor  
Wichita, Kansas 67202

and

Department of Law  
Attn: City Attorney  
455 North Main, 13<sup>th</sup> Floor  
Wichita, Kansas 67202

Company: Eck Leasing/CE Machine Company, Inc.  
1741 S Hoover Court  
Wichita, Kansas 67209

8. **AUTHORITY.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

ATTEST:

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

ECK LEASING/CE MACHINE  
COMPANY, INC.

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf  
Director of Law

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **APPENDIX A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
  5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita  
City Council Meeting  
February 10, 2009

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing and Property Tax Exemption Request (Eck Leasing/CE Machine Company, Inc.) (District IV)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Close the public hearing and place Ordinance on first reading.

**Background:** On August 21, 2007, City Council approved a tax exemption for CE Machine. CE Machine Company, Inc. ("CE Machine") was established in 1975 as a manufacturer of medium size precision machine parts and assemblies for the aerospace industry. CE Machine has experienced rapid growth in sales since its inception and as a result has expanded its manufacturing capacity to include additional manufacturing space and new manufacturing equipment in 2007 and 2008. After having submitted a letter of intent to the City, the company has recently completed a 17,700 sf building addition and is requesting property tax exemption under the EDX program.

**Analysis:** CE Machine manufactures medium-size precision metal parts and assemblies for the aerospace industry. The close-tolerance component aircraft parts manufactured by CE Machine support the Department of Defense and major aircraft manufacturers worldwide. CE Machine utilizes the newest technology available for machines and tooling. CE Machine exports 96% of its business out of the state via Boeing, Hawker Beechcraft, Bombardier Learjet and Cessna. The expansion project consists of new construction and new manufacturing equipment owned by Eck Leasing, LLC and leased to CE Machine Co., Inc. Both companies are owned by Brian Eck.

CE Machine currently employs 47 and plans to add at least 10 new jobs over the next five years. The expansion project includes construction of a 17,700 s.f. building addition at a cost of \$472,150, and purchase of additional machinery and equipment totaling \$853,900.

Under the Economic Development Incentive Policy, CE Machine is eligible for the following property tax abatement:

**TAX EXEMPTION ELIGIBILITY**

25%	New Job Creation: CE Machine will create at least 10 new jobs over five years
<u>21%</u>	Capital Investment: CE Machine will invest at least \$1,326,050
<b>46%</b>	<b><i>Sub Total Business - Incentive Eligibility (Maximum allowed is 100%)</i></b>
<u>00.0%</u>	Location Premium: CE Machine is not located in the central redevelopment area
<b>46%</b>	<b>TOTAL EXEMPTION ALLOWED UNDER ECONOMIC DEVELOPMENT INCENTIVE POLICY</b>

Under the Economic Development Incentive Policy, CE Machine is eligible for a 46% tax exemption on the identified real property for a five-year term, plus a 46% tax exemption for a second five-year term subject to City Council approval. Staff recommends a 46% property tax abatement. A notice of public hearing has been published. CE Machine has agreed to comply with the conditions set forth in the attached Economic Development Incentive Agreement.

**Financial Considerations:** Based on the 2008 mill levy, the estimated tax value of exempted property for the first full year is approximately \$6,400. The value of the 46% real property tax exemption as applicable to taxing jurisdictions is:

City	\$ 1,740	State	\$ 81
County	\$ 1,649	USD 259	\$ 2,930

Wichita State University's Center for Economic Development and Business Research performed a cost-benefit analysis indicating benefit-to-cost ratios, which are as follows:

City of Wichita	3.93 to one
Sedgwick County	2.98 to one
USD 259	2.17 to one
State of Kansas	12.32 to one

**Goal Impact:** Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

**Legal Considerations:** The City Attorney's Office has approved the attached Ordinance and Economic Development Incentive Agreement as to form.

**Recommendations/Actions:** It is recommended that City Council close the public hearing and place on first reading the Ordinance granting Eck Leasing/CE Machine Company, Inc. a 46% tax exemption on the identified real property improvements for a five-year term, plus a 46% tax exemption for a second five-year term subject to City Council review.

**Attachments:** Ordinance, Economic Development Incentive Agreement

FIRST PUBLISHED IN THE WICHITA EAGLE ON

ORDINANCE NO. 48-185

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF ECK LEASING/CE MACHINE COMPANY, INC., SO EXEMPTED.

WHEREAS, Article 11, Section 13, of the Kansas Constitution provides that the governing body of the City may, by Ordinance, exempt from all ad valorem taxation all or any portion of the appraised value of certain property meeting the requirements of the constitutional provision; and

WHEREAS, the City of Wichita has adopted an Economic Development Incentive Policy by which the City will consider granting tax exemptions upon a clear and factual showing of direct economic benefit including the creation of additional jobs or the upgrading of existing jobs and the stimulation of additional private investment; and

WHEREAS, Eck Leasing/CE Machine Company, Inc., requests an ad valorem tax exemption on a proposed expansion project of 46% for a five-plus-five year term on the construction of a new building; and

WHEREAS, Eck Leasing/CE Machine Company, Inc., has operated within the City for more than thirty years as a manufacturer of metal components for the aviation industry; and

WHEREAS, Eck Leasing/CE Machine Company, Inc., proposes a \$1,326,050 expansion by the construction of a new building expansion to be located at 1741 South Hoover Court in southwest Wichita; and

WHEREAS, the City Council of the City of Wichita has reviewed the application and supporting documentation supplied by Eck Leasing/CE Machine Company, Inc., has reviewed the impact statements provided by Staff, and the Cost-Benefit Analysis by the Wichita State University and has conducted a public hearing on such application on February 10, 2009; and

WHEREAS, the City Council of the City of Wichita has found and determined:

1. Eck Leasing/CE Machine Company, Inc. is an existing business located in Wichita, Kansas, and intends to expand its business by construction of a building expansion.
2. The construction of the expansion for which exemption is given occurred after August 1, 2007. No exemption will be given for construction which occurred before that date.
3. Such construction is to be used exclusively for manufacturing articles of commerce.
4. By such expansion, Eck Leasing/CE Machine Company, Inc. will create new employment for 10 employees within five years after the start of the project.

5. Tax exemption will be given only for the construction of a building expansion.
6. The property on which exemption is given will meet the requirements of the Kansas Constitution and the City of Wichita's Economic Development Incentive Policy.
7. Such ad valorem tax exemption is in the public interest providing for economic growth and benefit including the creation of jobs and stimulating additional private investment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS,

1. The City Council of the City of Wichita, Kansas hereby makes a factual determination that an ad valorem tax exemption of the type requested by Eck Leasing/CE Machine Company, Inc. is required to retain jobs in the State of Kansas, and that the property to be exempted is to be used exclusively for manufacturing articles of commerce.

2. Eck Leasing/CE Machine Company, Inc. is hereby granted an ad valorem tax exemption of 46% for a five-year term on the construction of a building expansion and 46% for a second five years, subject to approval of the then current governing body, located within the Wichita City limits at 1741 South Hoover Court in southwest Wichita, at an estimated cost of \$1,326,050. Such exemption is to begin in the calendar year after the calendar year in which the expansion is completed, and may be terminated early (and Eck Leasing/CE Machine Company, Inc. may be required to repay amounts previously abated), in the event of any failure by Eck Leasing/CE Machine Company, Inc., to perform its obligations under the Economic Development Incentive Agreement it has executed with the City.

3. The Economic Development Incentive Agreement between the City of Wichita and Eck Leasing/CE Machine Company, Inc. is hereby approved.

4. The Office of Urban Development shall be responsible for monitoring the performance of Eck Leasing/CE Machine Company, Inc. and shall provide annual reports on such performance.

5. Such exemption is subject to verification that the level of employment at the time of the completion of the project is at least equal to the level of employment as stated in Eck Leasing/CE Machine Company, Inc.'s written request for ad valorem tax exemptions as presented to the City Council and to administrative staff and dated June 15, 2008 and as stated in Eck Leasing/CE Machine Company, Inc.'s annually approved EEO/AA Plan.

6. Such exemption may hereafter be withdrawn by the City Council upon a finding that Eck Leasing/CE Machine Company, Inc. no longer is entitled to such exemption in accordance with the Economic Development Incentive Agreement, which Eck Leasing/CE Machine Company, Inc. has executed with the City.

7. The City Council may, at its discretion, require Eck Leasing/CE Machine Company, Inc. to return all funds exempted if there is a failure to meet the terms and conditions of the Economic Development Incentive Agreement which Eck Leasing/CE Machine Company, Inc. has executed with the City.

8. Upon finding that Eck Leasing/CE Machine Company, Inc. has failed to meet its obligations under the Economic Development Incentive Agreement, the City Council shall

require the repayment of all prior amounts of taxes that have been exempted and shall withhold any future exemption of taxes on Eck Leasing/CE Machine Company, Inc.'s expansion project. All repayments shall be redistributed to the local taxing authorities at the proper taxing rates.

9. This Ordinance shall be in full force and effect from and after its passage and publication in the official City paper.

Passed by the governing body of the City of Wichita, Kansas this \_\_\_\_ day of February, 2009.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

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Gary E. Rebenstorf, City Attorney

City of Wichita  
City Council Meeting  
February 10, 2009

**TO:** Mayor and City Council

**SUBJECT:** Amendment of IRB Trust Indenture (Pawnee Industrial, LLC) (District IV)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Place the ordinance on first reading.

**Background:** On November 4, 2008, City Council approved a Letter of Intent for Industrial Revenue Bonds for Pawnee Industrial, LLC. City Council also approved a 100% five-plus-five year property tax abatement on bond-financed property. The bonds were used to finance the construction of a speculative manufacturing and warehouse facility located at Pawnee and Custer in Southwest Wichita. On December 9, 2008, City Council approved the issuance of IRBs for Pawnee Industrial, LLC in the amount not to exceed \$4,500,000. Pawnee Industrial, LLC is now requesting amendment of the Trust Indenture to modify the language related to the reset rate on the bonds.

**Analysis:** The Bank of New York serves as the trustee and the bonds are placed with Intrust Bank, N.A. Intrust has requested a technical change to the language in the Trust Indenture related to the interest rate. The bonds have an adjustable rate and the original document included a margin of 3.5% above the annual reset rate. Intrust has requested that the margin be removed setting the reset rate as the annual rate plus 3.5%. The amendment requires the approval by the City as Issuer.

**Financial Considerations:** There is no fiscal impact to the City by approving the modification of the rate.

**Goal Impact:** Economic Vitality and Affordable Living. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

**Legal Considerations:** The City's bond counsel has prepared the documents needed for the amendment of the Indenture. The City Attorney's Office has approved the documents as to form.

**Recommendations/Actions:** It is recommended that the City Council place on first reading the Ordinance authorizing the amendment of the Trust Indenture and authorize necessary signatures.

**Attachments:** Ordinance, First Supplemental Trust Indenture

**ORDINANCE NO. 48-186**

**AN ORDINANCE AUTHORIZING THE AMENDMENT OF THE TRUST INDENTURE TO MODIFY THE RESET RATE PROVISION RELATING TO \$4,500,000 ORIGINAL PRINCIPAL AMOUNT OF INDUSTRIAL REVENUE BONDS (TAXABLE UNDER FEDERAL LAW), SERIES XIII, 2008 (PAWNEE INDUSTRIAL, LLC), OF THE CITY OF WICHITA, KANSAS.**

**WHEREAS**, in accordance with K.S.A. 12-1740 *et seq.*, as amended, the City of Wichita, Kansas (the “Issuer”), has previously issued its Industrial Revenue Bonds (Taxable Under Federal Law), Series XIII, 2008 (Pawnee Industrial, LLC) (the “Bonds”), in the original principal amount of \$4,500,000, pursuant to a Trust Indenture dated as of December 1, 2008 (the “Original Indenture”), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as trustee (the “Trustee”), for the purpose of acquiring, constructing and equipping a commercial manufacturing and warehouse facility (the “Project”), as more fully described in the Indenture; and

**WHEREAS**, the Issuer leased the Project to Pawnee Industrial, LLC, a Kansas limited liability company (the “Tenant”), pursuant to the terms of the Lease Agreement dated as of December 1, 2008, by and between the Issuer and the Tenant; and

**WHEREAS**, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Indenture; and

**WHEREAS**, INTRUST Bank, N.A. is owner (the “Bondowner”) of 100% of the principal amount of the Outstanding Bonds; and

**WHEREAS**, the Issuer has received a request from the Bondowner that an amendment to the Indenture be approved in connection with the modification of the definition of Reset Rate as agreed by the Tenant and the Bondowner and that the Issuer enter into a First Supplemental Trust Indenture (the “First Supplemental Indenture”) to implement the above-requested amendment; and

**WHEREAS**, pursuant to **Article XI** of the Original Indenture, any such amendment of the Original Indenture requires the consent of the Issuer, the Trustee, the Bondowner and the Tenant; and

**WHEREAS**, the Issuer, the Trustee, the Bondowner and the Tenant have or will consent to the requested amendment; and

**WHEREAS**, the Governing Body of the Issuer deems it advisable to approve an amendment of the Original Indenture to modify the definition of Reset Rate and to enter into the First Supplemental Indenture;

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Approval and Execution of the Documents.** The Governing Body of the City hereby deems it desirable and hereby approves and authorizes the proposed amendment of the Original Indenture to modify the definition of Reset Rate, contingent upon receipt of all necessary approvals and consents and the compliance with all requirements of the Original Indenture and other Bond documents, and the Mayor is hereby authorized and directed to execute and deliver the First Supplemental Indenture and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance (copies of said documents shall be filed in the records of the City) for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to

and affix the seal of the City to the First Supplemental Indenture and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 2. Further Authority.** The officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 3. Effective Date.** This Ordinance shall take effect and be in full force and effect from and after its passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

**PASSED** by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on February \_\_\_, 2009.

**CITY OF WICHITA, KANSAS**

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

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**FIRST SUPPLEMENTAL TRUST INDENTURE**

**DATED AS OF FEBRUARY 1, 2009**

**BY AND BETWEEN THE**

**CITY OF WICHITA, KANSAS**

**AND**

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.  
AS TRUSTEE**

**\$4,500,000**

**INDUSTRIAL REVENUE BONDS  
(TAXABLE UNDER FEDERAL LAW)**

**SERIES XIII, 2008  
(PAWNEE INDUSTRIAL, LLC)**

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## **FIRST SUPPLEMENTAL TRUST INDENTURE**

**THIS FIRST SUPPLEMENTAL TRUST INDENTURE** (the “First Supplemental Indenture”) is made as of this first day of February, 2009, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation duly organized and existing under the laws of the State of Kansas (the “Issuer”) and The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States, with its office located in the City of St. Louis, Missouri, as trustee (the “Trustee”).

### **WITNESSETH:**

**WHEREAS**, the Issuer is authorized and empowered pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, construct, install and equip certain facilities (as defined in the Act) for the stated statutory purposes, to enter into lease and lease-purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of such facilities; and

**WHEREAS**, the Issuer previously issued its Industrial Revenue Bonds (Taxable Under Federal Law), Series XIII, 2008 (Pawnee Industrial, LLC) (the “Bonds”), in the original principal amount of \$4,500,000 pursuant to a Trust Indenture dated as of December 1, 2008 (the “Original Indenture”), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), for the purpose of acquiring, constructing and equipping of a commercial manufacturing and warehouse facility, including real estate, buildings, improvements and equipment (the “Project”), located within the City of Wichita, Kansas, and for the purpose of providing funds to pay the costs of issuance of the Bonds; and

**WHEREAS**, the Issuer leased the Project to Pawnee Industrial, LLC, a Kansas limited liability company (the “Tenant”), pursuant to the terms of a Lease Agreement dated as of December 1, 2008 (the “Lease”), by and between the Issuer and the Lessee; and

**WHEREAS**, the Issuer has received a request from the Bondowner that an amendment to the Original Indenture be approved in connection with the modification of the definition of Reset Rate as agreed by the Tenant and INTRUST BANK, N.A. the owner (the “Bondowner”) of 100% of the Outstanding Bonds, and that the Issuer enter into this First Supplemental Indenture to the Original Indenture to implement the above-requested amendment; and

**WHEREAS**, pursuant to **Article XI** of the Original Indenture, any such amendment of the Original Indenture requires the consent of the Issuer, the Tenant, the Bondowner and the Trustee; and

**WHEREAS**, the Issuer, the Trustee, the Bondowner and the Tenant have consented to the requested amendment; and

**WHEREAS**, pursuant to Ordinance No. \_\_\_\_\_, the Issuer has approved the requested amendment; and

**WHEREAS**, the Original Indenture and this First Supplemental Indenture are referred to collectively herein as the “Indenture;”

**NOW THEREFORE, THIS FIRST SUPPLEMENTAL TRUST INDENTURE WITNESSETH**, that the Issuer and the Trustee do hereby agree that the Original Indenture shall be amended and supplemented as described herein.

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.01. Definitions of Words and Terms.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in **Appendix B** to the Original Indenture.

#### **Section 1.02. Rules of Interpretation.**

(a) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations, partnerships, limited liability companies and corporations, including public bodies, as well as natural persons.

(b) Wherever in this First Supplemental Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this First Supplemental Indenture as a whole and not to any particular Article, Section or subdivision.

(d) The Table of Contents and the Article and Section headings of this First Supplemental Indenture shall not be treated as a part of this First Supplemental Indenture or as affecting the true meaning of the provisions hereof.

## **ARTICLE II**

### **AMENDMENTS**

**Section 2.01. Amendment to Appendix A of the Original Indenture.** **Appendix A** attached to the Original Indenture is hereby deleted in its entirety and replaced by **Appendix A** attached hereto.

**Section 2.02. Amendment to Appendix B of the Original Indenture.** The definition of “Reset Rate” set forth on **Appendix B** of the Original Indenture is hereby deleted in its entirety and replaced by the following:

“Reset Rate” shall mean a rate per annum (computed on the basis of a 360-day year of 12 30-day months) equal to the weekly average yield on United States Treasury Securities, adjusted to a constant maturity of one (1) year, plus 3.500%.”

## **ARTICLE III**

### **MISCELLANEOUS PROVISIONS**

**Section 3.01. Applicability of the Original Indenture.** Except as otherwise provided in this First Supplemental Indenture, the provisions of the Original Indenture are hereby ratified, approved and confirmed and shall be applicable to the authorization, execution, authentication, issuance, payment, sale and delivery of the Bonds, the custody and the distribution of the proceeds and the security, payment and enforcement of payment thereof. The First Supplemental Indenture shall be construed as having been authorized, executed and delivered under the provisions of **Section 11.02 of Article XI** of the Original Indenture.

**Section 3.02. Limitation of Rights Under the First Supplemental Indenture.** With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this First Supplemental Indenture or the Bonds is intended or shall be construed to give any person other than the parties hereto, and the Owners of the Bonds, any right, remedy or claim under or with respect to this First Supplemental Indenture, this First Supplemental Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds as herein provided.

**Section 3.03. Severability.** If any provision of this First Supplemental Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

**Section 3.04. Execution in Counterparts.** This First Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 3.05. Governing Law.** This First Supplemental Indenture shall be governed exclusively by and construed and interpreted in accordance with the applicable laws of the State of Kansas.





**IN WITNESS WHEREOF**, the Bondowner hereby consents to the foregoing First Supplemental Indenture and has caused this First Supplemental Indenture to be signed in its name and on its behalf by an authorized official, such signature to be attested by an authorized official, as of the date first above written.

**INTRUST BANK, N.A.**

By: \_\_\_\_\_  
Gary Schmitt  
Executive Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF KANSAS    )**  
**) SS:**  
**SEDGWICK COUNTY)**

**BE IT REMEMBERED** that on this \_\_\_\_\_ day of February, 2009, before me, a notary public in and for said County and State, came Gary Schmitt, Executive Vice President, and \_\_\_\_\_, \_\_\_\_\_, of INTRUST Bank, N.A., who are personally known to me to be the such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said INTRUST Bank, N.A., and such persons duly acknowledged the execution of the same to be the act and deed of said INTRUST Bank, N.A.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public in and for said County and State

My Appointment Expires:

**IN WITNESS WHEREOF**, the Tenant hereby consents to the foregoing First Supplemental Indenture and has caused this First Supplemental Indenture to be signed in its name and on its behalf by an authorized official, such signature to be attested by an authorized official, as of the date first above written.

**PAWNEE INDUSTRIAL, LLC**

By: \_\_\_\_\_  
Steven R. Barrett  
Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF KANSAS )**  
**) SS:**  
**SEDGWICK COUNTY)**

**BE IT REMEMBERED** that on this \_\_\_\_\_ day of February, 2009, before me, a notary public in and for said County and State, came Steven R. Barrett, Manager, and \_\_\_\_\_, \_\_\_\_\_, of Pawnee Industrial, LLC, who are personally known to me to be the such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said Pawnee Industrial, LLC, and such persons duly acknowledged the execution of the same to be the act and deed of said Pawnee Industrial, LLC.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public in and for said County and State

My Appointment Expires:

## APPENDIX A

### FORM OF BOND

#### FACE OF THE BOND

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS BOND SHALL BE MADE UNLESS THE CONDITIONS SPECIFIED IN SECTION 2.06(A) OF THE INDENTURE HAVE BEEN FULFILLED, WHICH CONDITIONS GENERALLY REQUIRE THAT: (1) THERE SHALL HAVE BEEN DELIVERED TO THE TENANT AND THE TRUSTEE PRIOR TO THE TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION, AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE TENANT, THE ISSUER AND THE TRUSTEE, TO THE EFFECT THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED; OR (2) THERE SHALL BE A REGISTRATION STATEMENT IN EFFECT UNDER THE SECURITIES ACT OF 1933 AND UNDER ANY APPLICABLE STATE SECURITIES LAWS REQUIRING A STATE-LEVEL REGISTRATION STATEMENT WITH RESPECT TO THE TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AND, IN THE CASE OF BOTH (1) AND (2), THE TRUSTEE SHALL HAVE BEEN FURNISHED PROOF SATISFACTORY TO IT OF COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER. THE TRUSTEE, AS BOND REGISTRAR, SHALL NOT TRANSFER THIS BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE INDENTURE.

No. R-1

\$4,500,000

UNITED STATES OF AMERICA  
STATE OF KANSAS  
CITY OF WICHITA, KANSAS

INDUSTRIAL REVENUE BOND  
(Taxable Under Federal Law)  
SERIES XIII, 2008  
(PAWNEE INDUSTRIAL, LLC)

Rate of Interest	Maturity Date	Dated Date
Variable as described herein	April 18, 2028	December 18, 2008

Registered Owner:

Principal Amount: Four Million Five Hundred Thousand Dollars and 00/100  
as evidenced on **Schedule A** to this Bond

THE CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas (the "Issuer"), for value received, promises to pay, but solely from the sources hereinafter referred to, to the Registered Owner identified above, or registered assigns, upon the presentation and surrender of this certificate, the principal sum identified above on the Maturity Date shown, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Rate of Interest per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on the eighteenth (18<sup>th</sup>) day of each month beginning January 18, 2009 (the "Interest Payment Dates"), until said Principal Amount has been paid.

In addition to terms defined in this Bond, the following terms used in this Bond shall have the meanings described below:

“Initial Rate” shall mean 6.125%

“Initial Rate Period” shall mean the period from the Dated Date of this Bond to April 17, 2011.

“Interest Rate” shall mean a rate per annum (computed on the basis of a 360-day year of 12 30-day months) equal to (a) for the Initial Rate Period, a rate equal to the Initial Rate and (b), thereafter, for each Rate Reset Period, at a rate equal to the Reset Rate.

“New York Banking Day” shall mean any day (other than a Saturday or Sunday) on which commercial banks are open for business in New York, New York.

“Rate Reset Date” shall mean April 18 of each year the 2008 Bonds are outstanding beginning April 18, 2011.

“Rate Reset Period” shall mean each yearly period the Bonds are Outstanding beginning April 18, 2011.

“Reset Rate” shall mean a rate per annum (computed on the basis of a 360-day year of 12 30-day months) equal to the weekly average yield on United States Treasury Securities, adjusted to a constant maturity of one (1) year, plus 3.500%.

The Principal Amount or redemption price of this Bond shall be paid by check, draft or wire transfer to the Registered Owner at the Maturity Date or redemption date thereof, by THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in the City of St. Louis, Missouri (the “Paying Agent” and “Trustee”). The interest payable on this Bond on any Interest Payment Date shall be paid to the Registered Owner at such Registered Owner’s address as it appears on the bond registration books of the Issuer kept by the Trustee under the within mentioned Indenture, or at such other address as is furnished in writing by such Owner to the Paying Agent at the close of business not less than 15 days preceding the applicable Interest Payment Date (the “Record Date”), by check, draft or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register. Payments by electronic transfer to such Registered Owner shall only be made upon written notice given to the Paying Agent by such Registered Owner, not less than five days prior to the Record Date for such interest, containing the electronic wire instructions including the bank (which shall be in the continental United States), its address, its ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. In lieu of payments of the principal of and interest on this Bond being made by the Trustee, the Tenant may make such payments directly to the Registered Owner of this Bond in accordance with the procedures set forth in the Indenture.

This Bond certificate evidences ownership of a part of a duly authorized series of Bonds of the Issuer designated “City of Wichita, Kansas, Industrial Revenue Bonds (Taxable Under Federal Law), Series XIII, 2008 (Pawnee Industrial, LLC),” in the aggregate principal amount of \$4,500,000 (the “2008 Bonds”), issued for the purpose of providing funds to pay the costs of acquiring, constructing and equipping a commercial manufacturing and warehouse facility (the “Project”), to be leased by the Issuer to Pawnee Industrial, LLC, a Kansas limited liability

company (the “Tenant”), under the terms of a Lease dated as of December 1, 2008, between the Issuer and the Tenant (said Lease, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), all pursuant to the authority of and in conformity with the provisions, restrictions and limitations of the constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and pursuant to proceedings duly had by the governing body of the Issuer.

The 2008 Bonds are issued under and are equally and ratably secured and entitled to the protection of the Trust Indenture, dated as of December 1, 2008 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the Issuer and the Trustee. Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue Additional Bonds (as defined therein) secured by the Indenture ratably and on a parity with the 2008 Bonds (the 2008 Bonds together with such Additional Bonds being herein referred to collectively as the “Bonds”). Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Bondowners, and the terms upon which the Bonds are issued and secured.

## **REDEMPTION OF BONDS**

**Optional Redemption.** The 2008 Bonds are subject to redemption and payment prior to maturity at the option of the Issuer, upon instructions from the Tenant, at anytime, as a whole, or in part, at the redemption price of the par value of the principal amount thereof, without premium.

**Sinking Fund Redemption.** Each of the 2008 Bonds are subject to mandatory redemption and payment from the sinking fund hereinafter described on January 18, 2009, and on the eighteenth (18<sup>th</sup>) day of each month thereafter pursuant to the redemption schedule set forth on **Schedule A** to this Bond, at the par value of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment, without premium.

The rent payments specified in the Lease which are to be deposited in the Principal and Interest Payment Account created by the Indenture commencing on January 18, 2009, as sinking fund deposits shall be sufficient to redeem (after credits to provide in the Indenture) and the Issuer has agreed to redeem the principal amounts of 2008 Bonds set forth on **Schedule A** to this Bond.

**Extraordinary Optional Redemption.** In the event of a Change of Circumstances (as defined in the Indenture), the Bonds shall be subject to redemption and payment prior to the stated maturity thereof at the option of the Issuer, upon instructions from the Tenant, on any date, at the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

When any Bonds are called for optional redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of each Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing as aforesaid, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds. If less than all of the Outstanding Bond of this series are called for redemption, Bonds shall be redeemed in inverse order of maturity,

Bonds of less than a full maturity to be selected by the Trustee in such equitable manner as it may determine. All Bonds so called for redemption will cease to bear interest on the specified redemption date and shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

The 2008 Bonds and the interest thereon are limited obligations of the Issuer payable exclusively out of the Trust Estate under the Indenture, including but not limited to the rents, revenues and receipts under the Lease, and are secured by a pledge of the Project (including any Project Additions) as described in the Lease and a pledge and assignment of the Trust Estate, including all rentals and other amount to be received by the Issuer under and pursuant to the Lease, all as provided in the Indenture. The Bonds and the interest thereon do not constitute a debt or general obligation of the Issuer, the State of Kansas or any municipal corporation thereof, and are not payable in any manner by taxation. The Bonds shall not constitute an indebtedness within the meaning of constitutional or statutory debt limitations or restrictions. Pursuant to the provisions of the Lease, Basic Rent is to be paid by the Tenant directly to the Trustee for the account of the Issuer and deposited in a special trust account created by the Issuer and designated "City of Wichita, Kansas, Principal and Interest Payment Account for Industrial Revenue Bonds (Taxable Under Federal Law) (Pawnee Industrial, LLC)." The full and prompt payment of the principal of, redemption premium, if any, and interest on the Bonds is unconditionally guaranteed by Pawnee Industrial, LLC, a Kansas limited liability company (the subtenant of the Project), to the Trustee, for the benefit of the Bondowners, under the terms of a separate Guaranty Agreement dated as of December 1, 2008.

No Owner of Bonds shall have the right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable prior to the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and under the circumstances permitted by the Indenture.

This Bond certificate is transferable, as provided in the Indenture, only upon the registration books of the Issuer kept for that purpose at the above mentioned office of the Bond Registrar and Paying Agent by the Owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or such Owner's duly authorized attorney, and thereupon a new Bond certificate in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Tenant has agreed to pay as Additional Rent under the Lease all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of certificates mutilated, stolen, lost or destroyed or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond certificate is registered as the absolute Owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that to the best of the Issuer's knowledge and belief, all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, Issuer has caused this Bond certificate to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused the Bonds to be dated the Dated Date shown herein.

**CITY OF WICHITA, KANSAS,**

By \_\_\_\_\_  
Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
City Clerk

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**(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)**

This Bond certificate evidences ownership of the City of Wichita, Kansas, Industrial Revenue Bonds (Taxable Under Federal Law), Series XIII, 2008 (Pawnee Industrial, LLC), as described herein and in the within-mentioned Trust Indenture. The date of authentication of this Bond is December 18, 2008.

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,  
St. Louis, Missouri, as Trustee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**(FORM OF ASSIGNMENT)**

For value received, the undersigned hereby sells, assigns and transfer unto

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Print or Type Name and Address of Transferee

the Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Bond on the books kept by the Bond Registrar and Paying Agent for the registration and transfer of Bonds.

Dated:

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NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

[Seal of Bank]

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(Name of Eligible Guarantor Institution)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15)

I, the undersigned City Clerk of the City of Wichita, Kansas, hereby certify that the following is a true and correct copy of the complete final legal opinion of Kutak Rock LLP, Bond Counsel, on the bond and the series of which said bond is a part, except that it omits the date of such opinion, that said legal opinion was manually executed and was dated and issued as of the date of delivery of and payment for such Bonds, and is on file with The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri.

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**SCHEDULE A**  
**TO**  
**CITY OF WICHITA**  
**INDUSTRIAL REVENUE BOND**  
(Taxable Under Federal Law)  
**SERIES XIII, 2008**  
(PAWNEE INDUSTRIAL, LLC)

<b>Payment/ Redemption Date</b>	<b>Principal Due</b>	<b>Interest Rate</b>	<b>Interest Due</b>	<b>Principal Paid/ Redeemed</b>	<b>Noted By</b>
_____	\$ _____	_____ %	\$ _____	\$ _____	_____
_____	\$ _____	_____ %	\$ _____	\$ _____	_____
_____	\$ _____	_____ %	\$ _____	\$ _____	_____
_____	\$ _____	_____ %	\$ _____	\$ _____	_____
_____	\$ _____	_____ %	\$ _____	\$ _____	_____
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_____	\$ _____	_____ %	\$ _____	\$ _____	_____
_____	\$ _____	_____ %	\$ _____	\$ _____	_____
_____	\$ _____	_____ %	\$ _____	\$ _____	_____

City of Wichita  
City Council Meeting  
February 10, 2009

**TO:** Mayor and City Council

**SUBJECT:** Quarterly Financial Report for the quarter ending December 31, 2008

**INITIATED BY:** Department of Finance

**AGENDA:** New Business Agenda

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**Recommendation:** Receive and file the quarterly financial report.

**Background:** The Finance Department prepares quarterly unaudited financial reports to monitor and review the financial activities of the operating and capital funds. The report is presented to provide the City Council and citizens with information that will assist in making informed decisions. The report is available on the City's web-site and citizens may obtain a printed copy by contacting the Department of Finance at 268-4651.

**Analysis:** Comparisons of budgeted amounts to actual revenue and expenditures are provided for each operating fund. In addition, financial statements prepared on an accrual basis are presented for enterprise funds, consistent with requirements of revenue bond covenants. The quarterly financial report does not contain all the entries and adjustments that will be reflected in the Comprehensive Annual Financial Report for fiscal 2008.

Financial highlights are summarized beginning on page iii, with financial statements beginning on page 1. Information supplementary to the financial statements begins on page 61, including information on the performance of invested funds, the City's bonded indebtedness relative to the legal debt limitations, capital projects currently underway, tax abatements, the status of the Debt Service fund relative to any debt service payments due from the tax increment financing districts, and a quarterly summary of disadvantaged and emerging business activity.

**Financial Considerations:** The Director of Finance will provide a financial overview and stand for questions.

**Goal Impact:** The Internal Perspective is advanced with the Quarterly Financial Report providing information on the financial condition of City to the City Council, to the Citizens of Wichita and to investors. In addition, the report demonstrates budgetary compliance with applicable laws and ordinances for the reporting year.

**Legal Considerations:** No consideration necessary.

**Recommendations/Actions:** It is recommended that the City Council receive and file the Quarterly Financial Report for the quarter ended December 31, 2008.

Agenda Item No. III-5.

City of Wichita  
City Council Meeting  
February 10, 2009

**TO:** Mayor and City Council

**SUBJECT:** Approval of the Resolution to Allow Wichita Festivals, Inc. to fence A. Price Woodard Park for River Festival 2009 (District ~~VI~~ **(DISTRICT I)**)

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** New Business

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**Recommendation:** Approve the resolution.

**Background:** Wichita Festivals, Inc. is requesting permission during Wichita River Festival from May 8 through May 16, 2009 to fence and charge admission to A. Price Woodard Park.

**Analysis:** City Ordinance 9.04.060 permits the closing of the park for special events complying with the requirements of City Ordinance 3.11.080. The Wichita River Festival is also required to obtain appropriate approval of the event application specifying dates, times, locations and other pertinent data for events and activities conducted on public parks by the City Council of the City of Wichita Pursuant to City Ordinance 3.14.020.

This resolution would allow A. Price Woodard Park to be fenced and allow the Wichita Festivals, Inc to charge admission for events associated with the 2009 Wichita River Festival.

**Financial Considerations:** None.

**Goal Impact:** Quality of Life will be improved through offering citizens and visitors the opportunity to attend other events being held at A. Price Woodard Park.

**Legal Considerations:** The Law Department has reviewed the related resolution as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the resolution to allow the gating of the event to be held at A. Price Woodard Park, as part of the Wichita River Festival.

**Attachment:** Resolution

First Published in the Wichita Eagle on February 13, 2009

RESOLUTION NO. 09-036

A RESOLUTION BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS  
APPROVING CLOSURE OF A. PRICE WOODARD PARK FOR WICHITA RIVER FESTIVAL  
EVENT.

WHEREAS, the City recognizes that substantial community benefits may result from this community event. Wichita Festivals, Inc. can provide cultural enrichment, promote economic vitality and enhance community identity and furthermore, these events along the Arkansas River will serve to promote downtown and community development.

WHEREAS, Wichita River Festival events, operated by Wichita Festivals Inc., to be held May 8 through May 16, 2009, will not obstruct the operation of emergency vehicles or equipment in or through the area;

WHEREAS, the proposed event does not present a safety, noise, or traffic hazard;

WHEREAS, the proposed events and activities to be held in A. Price Woodard Park will be subject to approval by City Council pursuant to City Ordinance 3.14.020.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF  
WICHITA, KANSAS AS FOLLOWS;

1. A. Price Woodard Park shall be closed to the public for the duration of the Wichita River Festival held from May 8 to May 16, 2009. Wichita Festivals Inc. will be allowed to fence and charge admission for entry into the park. Additionally, vendors will be allowed to sell merchandise within the park area during the event.
2. All events to be held at the site will be subject to City Council approval under the terms of City Ordinance 3.14.020.
3. This resolution shall be effective upon adoption by City Council.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this

\_\_\_\_\_ day of \_\_\_\_\_, 2008.

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Carl Brewer, Mayor

ATTEST;

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Karen Sublett, City Clerk

Approved as to form;

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Gary E. Rebenstorf  
City Attorney

**City of Wichita  
City Council Meeting  
February 10, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Naming of Edgebrook Community Park (District VI)

**INITIATED BY:** Park and Recreation Department

**AGENDA:** New Business

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**Recommendation:** Name the Park.

**Background:** City Council Policy 13 delineates the requirements for naming public facilities "...in accordance with their intended use..." The policy calls for a seven-member committee consisting of residents appointed by the Mayor and City Council to formulate the recommendation prior to City Council consideration. On March 4, 2003, the City Council approved the official naming committee to be the Board of Park Commissioners for parks and open space.

**Analysis:** The Edgebrook Community Park site, located at 3338 North Jackson, within Habitat Village, is land donated to Habitat for Humanity for construction of a park and then donated to the City of Wichita. On November 18, 2008, The Wichita City Council accepted the donation. Wichita Habitat for Humanity made the request of the Park Board to name the area Edgebrook Community Park. The request originated from the land donor, but is not associated with a family name.

On January 12, 2009, the Board of Park Commissioners approved naming of the site, Edgebrook Community Park.

**Financial Considerations:** Cost to the Park and Recreation Department will be continued maintenance of the park.

**Goal Impact:** Naming the Park will provide a vibrant neighborhood by giving a better sense of place in the core area.

**Legal Considerations:** The Board of Park Commissioners action as naming advisory committee for park and recreation areas is consistent with the provisions of City Council Policy 13.

**Recommendations/Actions:** It is recommended that the City Council approve naming of the site at North 33<sup>rd</sup> and North Jackson, Edgebrook Community Park.

**Agenda Item No. III-7.**

**City of Wichita  
City Council Meeting  
February 10, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Contract Agreement with Sedgwick County for Housing First Funding

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** New Business

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**Recommendation:** Approve the contract agreement and authorize the necessary signatures.

**Background:** In 2006, the Wichita City Council and the Sedgwick County Commission authorized a Task Force on Ending Chronic Homelessness. The Task Force held meetings and conducted research over an 18-month period, and presented its recommendations to both elected bodies in March, 2008. One of the recommendations was the creation of a Housing First program, which both governmental units endorsed. It was later agreed that the costs for the rental subsidies for the Housing First program would be evenly split between the City of Wichita and Sedgwick County, and that the City of Wichita would administer the program.

**Analysis:** Housing First is a national model which has proven to be effective in addressing the needs of chronically homeless persons. It is designed to end homelessness and support recovery for individuals who have experienced extended and/or repeated periods of homelessness and who have a disability. The Housing First model is based on the belief that housing is a basic need, and it should be provided without prerequisites. The model further provides that once the housing need is met, the participant is encouraged to define their needs and goals and to develop a plan to address and meet them. Permanent housing (apartments located in scattered sites in the community) is provided as soon as a participant indicates a desire to participate in the program. In the Wichita program, the participant will be required to participate in weekly meetings with a case manager. Rent will be provided for the units until such time as the participant can live independent of the assistance, or until/unless some other housing arrangement is deemed more appropriate.

**Financial Considerations:** The proposed budget for rent for 64 units of housing for one year is \$382,736. The City Council has approved funding from the General Fund and federal funds, equal to half this amount. Sedgwick County has approved funding for the balance: \$191,368. Funding became available in the 2009 City and County budgets.

**Goal Impact:** Approval of this funding will impact the Economic Vitality & Affordable Living goal.

**Legal Considerations:** The contract agreement has been approved as to form by the City Attorney's office.

**Recommendations/Actions:** It is recommended that the City Council approve the contract agreement and authorize the necessary signatures.

**Attachments:** Contract agreement.

## **AGREEMENT**

This contract entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2009, by and between the City of Wichita, a municipal corporation, hereinafter referred to as "City or Contractor," and Sedgwick County, Kansas hereinafter referred to as "County."

WITNESSETH:

WHEREAS, City and County formed a Taskforce to End Chronic Homelessness (TECH) to develop a plan to effectively address the needs of people experiencing chronic homelessness; and

WHEREAS, the TECH plan to end chronic homelessness included implementation of a Housing First model program; and

WHEREAS, County wishes to contract with City for implementation of a Housing First model as hereinafter described.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto do agree as follows:

1. Employment: County hereby agrees to engage City as an independent contractor and City hereby agrees to fulfill the purpose, goals and objectives specified in Appendix B – Purpose and Outcomes.
2. Term: The term of this contract shall be for a period of one year, commencing January 1, 2009 and ending December 31, 2009.
3. Scope: City shall do, perform and carry out implementation of a Housing First Model Program to serve chronically homeless individuals with a disability (as defined by the U.S. Department of Housing and Urban Development) in a satisfactory and proper manner, as determined by County and in conformance with the criteria outlined in Appendix B – Purpose and Outcomes.
4. Compensation: City and County expressly understand and agree that in no event shall the total, full and complete compensation and reimbursement, if any, paid hereunder to City for performance of this contract exceed the maximum cash amount of \$191,368.00 for rent support for approximately 32 apartments. Payments will be made quarterly with the first payment due upon approval of the contract. An invoice is required for payments to be processed. Additionally, City agrees to report to County quarterly as outlined in Appendix B – Purpose and Outcomes.
5. Indemnification Agreement. Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

Provided, however, that such indemnification shall not be required to the extent that either the indemnified party or the indemnifying party has (or but for the indemnity, would have) a defense against or limitation of the subject liability under the Kansas Tort Claims Act.

6. Termination of Contract.

A. Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of this contract, County shall thereupon have the right to terminate this contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any.

In the event of termination, such information prepared by Contractor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this contract by Contractor and County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor are determined.

B. Termination of Contract on Other Grounds. Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. A partial termination shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto. When this contract is terminated, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. County shall allow full credit to Contractor for the grant share of the non-cancelable obligations properly incurred by Contractor prior to termination. Whether this contract is canceled by County or Contractor as provided herein, Contractor shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by Contractor.

7. Incorporation of Appendices: Appendix A – General Contractual Procedures; Appendix B – Purpose and Outcomes; and Appendix C - Budget are attached hereto and made a part hereof as if fully set out herein.

IN WITNESS WHEREOF, City and County have executed this contract as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF WICHITA, KANSAS

---

Kelly Parks, Chairman  
Board of County Commissioners

---

Carl Brewer, Mayor

ATTEST:

ATTEST:

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Kelly B. Arnold, County Clerk

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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Jennifer Magaña, Deputy County Counselor

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Gary E. Rebenstorf, Director of Law

# APPENDIX A

## GENERAL CONTRACTUAL PROVISIONS

### 1. AUTHORITY TO CONTRACT.

- A. Affirmation of Legal Authority. City (herein referred to as "Contractor") assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.
- B. Required Documentation. Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary. This subparagraph B shall not be applicable if the Contractor is a Kansas Municipal Corporation.

### 2. RELATIONSHIP of PARTIES.

It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

### 3. PERSONNEL.

- A. Qualified Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.
- B. Minimum Wages. Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- C. Employee Conflict of Interest. Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- D. Contractor's Safeguard. The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Contractor assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth in subsection E below. Such compliance requires the use of criminal or other legal background checks upon all personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.
- E. Participant Safeguard. Contractor certifies that:
- 1) Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this contract or during the pendency of this contract, or any individual who is known by contractor to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to administer this contract or handle the funds conveyed under this contract;
  - 2) Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by contractor to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this contract; and

- 3) Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period concluding on the date of execution of this contract, or during the pendency of this contract, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.
- 4) Any question concerning the interpretation of this subsection E and/or its application to an individual shall be referred to the Director of the Agency administering the funding of this agreement for the County. The Director's decision shall be final for purposes of compliance with this contract. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Contractor shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if Contractor would have no other reasonable way of knowing of these acts.

F. It is understood that this contract may be revoked at the discretion of the County if Contractor is in violation of Subsection E.

No penalty shall be assessed to the County for revocation of this agreement in the event of a breach of any portion of Appendix A, Section 3.

#### 4. PROHIBITION OF CONFLICTS OF INTEREST.

- A. Interest of Public Officials and Others. No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.
- B. Interest of Contractor. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.
- C. Employee Conflicts. Situations in which 1) an employee of the County shall also be an employee of Contractor at time of agreement, 2) an employee of Contractor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Contractor during pendency of agreement, shall require written notice to the County at the addresses listed in Section Twenty (20) below. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Contractor or Contractor's competitors.
- D. Notice to Bidders. Requests for proposal or invitations for bid issued by Contractor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

#### 5. FUNDING.

- A. Reprogramming of Funds. It is understood and agreed that in the event the amount of funds County actually receives from the County mill levy is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.
- B. Inability to Perform Contract. It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to underspending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.
- C. Cash Basis and Budget Laws. The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that each party shall at all times stay in conformity with such laws, and as a condition of this Agreement each party reserves the

right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

D. Non-Supplanting Existing Funds. Contractor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.

E. Unexpended funds. It is agreed by Contractor and County that upon termination or expiration of the contract, any unexpended funds shall be returned to County.

#### 6. PROGRAM INCOME.

Contract-related program income, if generated, shall be collected by Contractor and reported to County on Contractor's quarterly reports, required in Section Seven (7) below. Program income shall be defined as gross income earned by Contractor that is directly generated by a supported activity or earned as a result of the award. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under the contract, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights. Interest earned on advances of County funds is not program income. Except as otherwise provided in County contract requirements, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them. Unless otherwise stated in the contract, program income earned during this contract term shall be retained by Contractor and shall be added to funds committed to the project by County and Contractor and used to further eligible project or program objectives.

#### 7. RECORDS, REPORTS AND INSPECTION.

A. Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.

B. Maintenance of Records. Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

C. Reports. During the term of this contract, Contractor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

D. Audit. Contractor shall provide for an annual independent audit of its financial records and shall provide a copy of said audit to County annually. With the copy of the audit Contractor shall include a copy of the audit letter to management and agency response. If not otherwise required by law to perform an audit and upon approval by County, Contractor may provide a copy of a financial balance sheet developed by a reputable accountant/accounting firm instead of a formal audit.

E. Availability of Records. Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.

F. Contractor's Purchasing Procedure. Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

G. Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

#### 8. METHOD OF BILLING AND PAYMENT.

A. Billing Procedures. Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed on page 1 at paragraph 4 of this

contract, payment shall be made after the receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

- B. Support Documentation. Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section Seven (7) above.
- C. Reimbursement Restrictions. Payments shall be made to Contractor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.
- D. Pre-disbursement Requirements. Contractor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Contractor.
- E. Mailing Address. Payments shall be mailed to Contractor's address as listed in paragraph 20 below.

#### 9. PARTICIPANT INPUT.

Contractor shall provide persons receiving services funded pursuant to this contract with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this agreement or by statute.

#### 10. LICENSES AND PERMITS.

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.

#### 11. INSURANCE REQUIREMENTS

Contractor shall annually provide evidence of its self-insured status upon request. Contractor shall also annually provide evidence of Professional Liability insurance, as appropriate.

#### 12. EPA APPROVED BUILDING.

Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

#### 13. HANDICAPPED ACCESSIBILITY.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

#### 14. ASSIGNMENT.

Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

#### 15. SUBCONTRACTING.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

#### 16. PUBLICATION OF CONTRACT RESULTS.

- A. Copyright. If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

B. Documentation of originality or source. All published material and written reports submitted under this contract or in conjunction with the third party agreement under this contract will be originally developed material unless specifically provided for otherwise. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from County.

17. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES. A. Service Standards and Procedures. Contractor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified in Appendix B which covers the specific purpose and outcomes of this agreement.

B. Governing Law. This contract shall be interpreted under and governed by the laws of the State of Kansas.

C. Compliance With Law. Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

D. Access to Meetings. Contractor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

18. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.

In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

A. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Contractor fails to comply the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.

D. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.

E. Contractor shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).

19. TERMINATION OF CONTRACT.

A. Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of this contract, County shall thereupon have the right to terminate this contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any.

In the event of termination, such information prepared by Contractor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this contract by Contractor and County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor are determined.

B. Termination of Contract on Other Grounds. Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. A partial termination shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto. When this contract is terminated, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. County shall allow full credit to Contractor for the grant share of the non-cancelable obligations properly incurred by Contractor prior to termination. Whether this contract is canceled by County or Contractor as provided herein, Contractor shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by Contractor.

## 20. INDEMNIFICATION AGREEMENT.

Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law. Provided, however, that such indemnification shall not be required to the extent that either the indemnified party or the indemnifying party has (or but for the indemnity, would have) a defense against or limitation of the subject liability under the Kansas Tort Claims Act.

## 21. NOTIFICATION.

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Division of Human Services  
Attn: Deborah Donaldson, Director  
635 N. Main,  
Wichita, KS 67203-3752  
PHONE (316) 660-7600  
FAX (316) 383-7925

Sedgwick County Legal Department  
Attn: Contract Notification  
Sedgwick County Courthouse  
525 N. Main, Suite 359  
Wichita, KS 67203-3790

Contractor: City of Wichita  
Mary K. Vaughn, Housing Director  
332 N. Riverview  
Wichita, Kansas 67203  
  
City of Wichita Legal Department  
Attn: Contract Notification  
City Hall, 455 North Main  
Wichita, KS 67202

## 22. Amendments to Agreement.

To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract. Any change which affects contract objectives must be approved by COMCARE and the Sedgwick County Board of Commissioners. Line item changes to the approved Appendix C- Budget

(where applicable) exceeding ten percent (10%) or \$5,000 (whichever is less) must be presented to and approved by the Executive Director of COMCARE.

## **APPENDIX B – PURPOSE AND OUTCOMES**

### **CITY OF WICHITA – HOUSING FIRST INITIATIVE**

It is mutually agreed by and between County and City that it is the purpose of this contract for City to implement a Housing First model program to serve chronically homeless individuals with a disability (as defined by the U.S. Department of Housing and Urban Development) through its Housing and Community Services Department.

#### **1. GENERAL PROVISIONS.**

- A. It is understood that City's records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
- B. It is mutually agreed by and between County and City that this contract will be evaluated by County in terms of meeting purpose and outcomes.
- C. City shall provide written notice to the Director of Human Services if it is unable to provide the requested quantity or quality of service. This written notice shall include a plan to address the issues affecting quantity and/or quality of services being provided.
- D. City agrees to submit a program progress report covering the outcomes as listed below by the 15<sup>th</sup> day of the month following each calendar quarter. Financial reports are due no later than the 15<sup>th</sup> day of the month following the end of each calendar quarter. Reports should be in a format acceptable to County. A report template is available. The report should be sent to the COMCARE Contractor Administrator (e-mail address available upon request). The program progress report should address the outcomes as stated in the contract. Financial reports should provide a line item account of how the funds were expended over the last quarter in accordance with the budget as set out in Appendix C. If the reports are not received by the aforementioned deadline, City may be subject to suspension of payment until the reports have been received and approved.
- E. Sedgwick County funds will only be used to serve chronically homeless individuals with a disability (as defined by the U.S. Department of Housing and Urban Development).

#### **2. SERVICE DESCRIPTION.**

A Housing First program is designed to end homelessness and support recovery for individuals who are homeless and have a disability. The Housing First model is based on the belief that housing is a basic need and on a theoretical foundation that emphasizes consumer choice and harm reduction. The program addresses homeless individuals' needs from a consumer perspective, encouraging them to define their own needs and goals, and

provides immediate housing (in the form of apartments located in scattered sites) without any prerequisites for treatment.

Consumers' tenancy is not dependent on their adherence to treatment. Program staff work with consumers through housing loss, hospitalization, or incarceration and helps consumers obtain housing after these episodes. While consumers can refuse services, the program requires them to meet with a staff member at least four to six times per month to ensure their safety and well-being.

Important components for all Housing First programs include:

- a) Case management is utilized to coordinate services that follow a housing placement;
- b) Housing is not contingent on the consumer's willingness to accept treatment services;
- c) Consumers are encouraged but not required to take medications or abstain from using substances to participate;
- d) Service plans are individualized and client driven;
- e) Assistance locating rental housing and lease negotiation, as well as relationship building with private market landlords;
- f) Housing placement is not time limited; and,

Sedgwick County is allocating \$191,368.00 for approximately 32 apartments in the Housing First Model Program. It is anticipated that 16 of the 32 apartments will be one-bedroom apartments but the figure can be adjusted contingent on County approval. Up to \$10,000 is budgeted for repairs.

### 3. OUTCOMES.

City agrees to report on outcomes quarterly. Performance reports are due by the 15<sup>th</sup> day of the month following the end of the calendar quarter. Reports should be submitted to the attention of the COMCARE Contract Administrator at 635 N. Main, Wichita, KS 67203.

1. Maintain fidelity to the model as evidenced by adherence to the components listed above.
2. Reduction in length of stay in shelters as measured by time Housing First consumers spent in shelters during the last year as compared to length of time spent in shelters during the current year.
3. Number of consumers referred for Housing First services, placed in Housing First apartments, and number of consumers continuing in the Housing First program.
4. Reduction in subsidy amounts needed to continue housing participants, due to increases in participant income.
5. Reduction in homelessness for program participants as measured by consumers not re-entering the shelter system.
6. Number of positive exits from the Housing First program.

**APPENDIX C – BUDGET**

**CITY OF WICHITA HOUSING FIRST PROGRAM0**

EXPENDITURE	BUDGETED AMOUNT
Rent and Security Deposit	\$181,368
Repairs	\$10,000
TOTAL	\$191,368

**City of Wichita  
City Council Meeting  
February 10, 2009**

**TO:** Mayor and City Council

**SUBJECT:** 2009-2013 Consolidated Plan Priority Needs

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** New Business

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**Recommendation:** Approve the results of the community priority needs survey.

**Background:** Wichita is recognized as an “entitlement” city by the U.S. Department of Housing and Urban Development (HUD). This is based on a federal formula which looks at total population, the number of persons below the poverty level, the number of overcrowded housing units, the age of housing and the population growth lag.

Because of the City’s “entitlement” status, Wichita receives annual allocations for the following programs based on the formula results and available funds: Community Development Block Grant (CDBG); HOME Investment Partnerships Program (HOME); American Dream Downpayment Initiative (ADDI); and Emergency Shelter Grant Program (ESG). The amount of the allocations is determined by the budget adopted by Congress in any given year.

**Analysis:** In order to be eligible to receive CDBG, HOME, ADDI and ESG funds as an “entitlement” city, the City must have a five year Consolidated Plan. The current 2004-2008 Consolidated Plan will expire on June 30, 2009 and in order to continue to receive these funds, a new Plan must be approved by HUD and in place by then. The purpose of the Plan is to establish the community’s goals and provide a framework for evaluating funding requests. One of the required components of the Plan is the establishment of community priority needs. In order to establish the priority needs, the City must seek input from a variety of stakeholders. Focus should be on areas of need which are eligible for federal funding. Because federal funds are being reduced every year, it is critical that community priority needs be established, in order to provide guidance in funding decisions.

The Housing and Community Services Department designed a survey to obtain community input as to what priority needs exist in Wichita that could be addressed with these sources of funds. The Community Priority Needs survey was distributed to a variety of audiences. Presentations were made to all District Advisory Boards and surveys were left with each to distribute, complete and return. Surveys were made available to the public at the Neighborhood City Halls, City offices, and the Housing and Community Services Department. Neighborhood associations received copies and the survey was available on the City’s website. The survey was the subject of a news article in the Community Voice, in which the public was directed to the website to complete the survey.

The surveys were anonymous but responders were asked to reflect their home zip code so that the City could demonstrate to HUD, its efforts to solicit input from a variety of audiences, including those who might be eligible to receive services funded by CDBG, HOME, ADDI or ESG. A total of 197 surveys were returned. Responses were received from 29 zip codes. Using data from the 2000 Census, 11 of the zip codes have 50% or more of the households earning at or below the median income for Wichita, which was \$39,939 at the time.

Unfortunately some of the surveys were incomplete or incorrectly scored. As a result, the following priority needs recommendations are based upon 171 surveys which could be tabulated. Following is the ranking of the nine general categories:

1. Housing
2. Public Services
3. Community Development
4. Infrastructure
5. Homeless
6. Youth
7. Public Facilities
8. Economic Development
9. Historic Preservation

Rankings of the sub-categories within each of the general categories are attached to this agenda item, and will be used to make funding recommendations once the 2009-2013 Consolidated Plan is in place.

Housing and Community Services Department staff also considered other community need indicators including the Wichita-Sedgwick County Comprehensive Plan, *Preparing for Change*. In that document's Key Indicators of Community Change report (November, 2004) Housing and Neighborhood Revitalization are among the seven major categories which are reviewed. The Housing goal is: higher densities and greater diversity in new housing stock, including affordable and mixed-use residential and commercial developments; the Neighborhood Revitalization goal is: revitalization of older Wichita neighborhoods through infill and redevelopment activity.

Staff review of various neighborhood plans for Wichita reflect consistent themes of housing and community safety. Similarly in its 2006 Needs Survey and Priority Study, the United Way of the Plains found that community residents rank Housing/Affordable Housing, Activities/Programs for Youth, and Infrastructure among the top 10 priority needs.

Staff therefore consider the results of the Community Priority Needs Survey to be validated by other instruments as being reflective of the community's needs.

**Financial Considerations:** In the current year (July 1, 2008 – June 30, 2009), just over \$4M was allocated to Wichita from all four sources.

**Goal Impact:** Expenditure of CDBG, HOME, ADDI and ESG funds has the potential to impact Safe & Secure Community, Economic Vitality & Affordable Living, Efficient Infrastructure, Quality of Life and Core Area & Neighborhoods goals.

**Legal Considerations:** HUD has established the criteria for development of the Consolidated Plan.

**Recommendations/Actions:** It is recommended that the City Council approve the results of the community priority needs survey.

**Attachments:** Complete tabulation of Priority Needs Survey results; priority statements from Central Northeast Area Plan Update, Midtown Neighborhood Plan, South Central Neighborhood Plan; and a summary of the United Way Community Needs Assessment/Needs Survey & Priority Study.

## **Results of Priority Needs Survey – Wichita, 2009 For 2009-2013 Consolidated Plan**

Following is a list of the priority ranking of nine general categories, and the ranking of each sub-category for each. All are listed in priority order.

### **Priority 1: Housing**

- 1A: Homeownership
- 1B: Single-family repair
- 1C: Single-family construction/infill
- 1D: Single-family rent or mortgage subsidy
- 1E: Multi-family construction
- 1F: Multi-family repair
- 1G: Multi-family rent or mortgage subsidy

### **Priority 2: Public Service**

- 2A: Job training
- 2B: Health care and substance abuse treatment
- 2C: Crime prevention
- 2D: Fair housing
- 2E: Neighborhood outreach
- 2F: Neighborhood associations

### **Priority 3: Community Development**

- 3A: Neighborhood revitalization planning
- 3B: Neighborhood clean ups
- 3C: Energy conservation
- 3D: Dangerous building demolition

### **Priority 4: Infrastructure**

- 4A: Street construction or repair
- 4B: Water and sewer line construction or repair
- 4C: Sidewalk construction or repair

**Priority 5: Homeless**

- 5A: Children (unaccompanied)
- 5B: Victims of domestic violence
- 5C: Families with or without children
- 5D: Chronic

**Priority 6: Youth**

- 6A: Child care services
- 6B: Youth recreation and enrichment
- 6C: Summer youth employment

**Priority 7: Public Facilities**

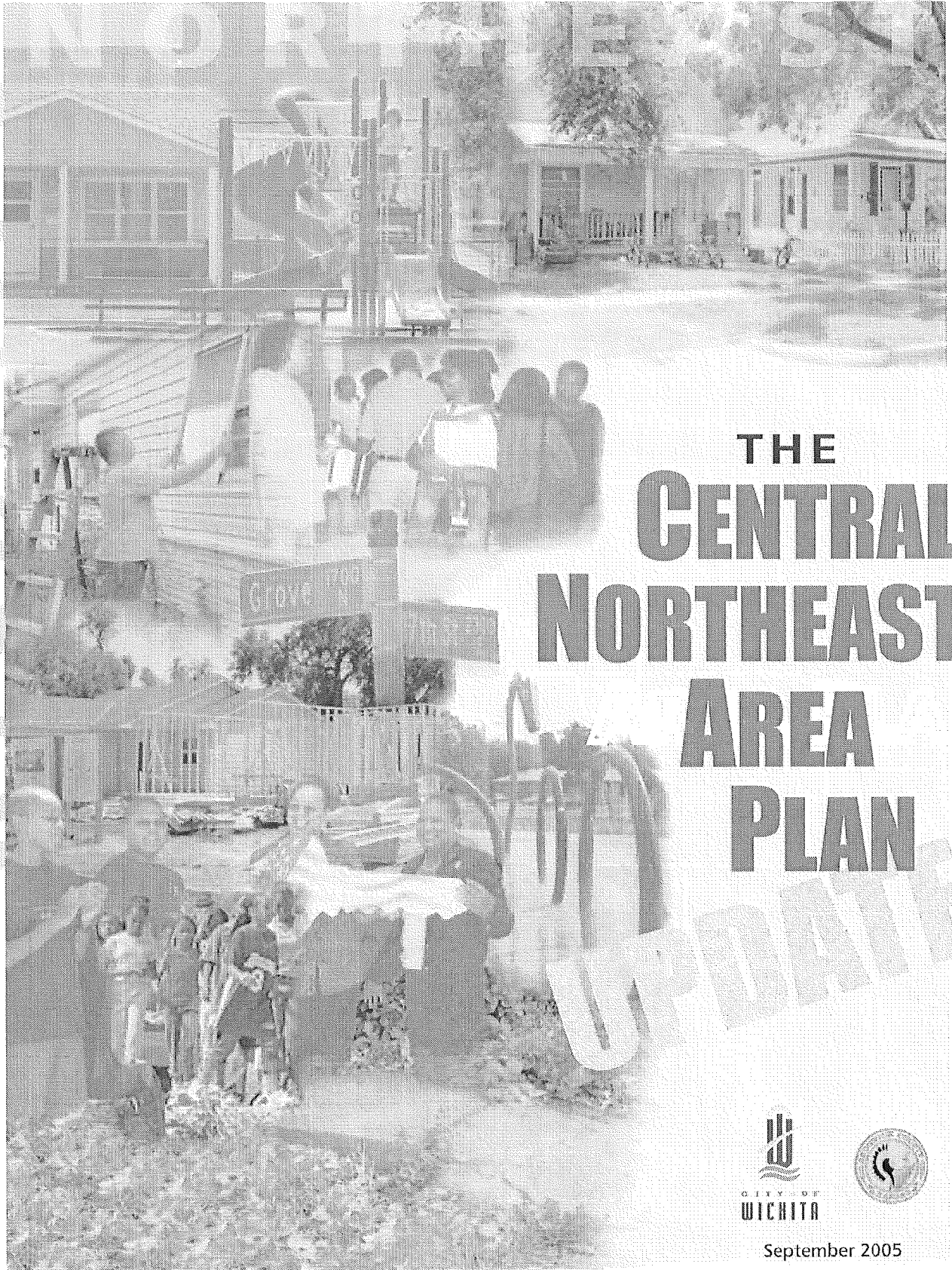
- 7A: Public parks and playgrounds
- 7B: City recreation facilities
- 7C: Neighborhood City Halls

**Priority 8: Economic Development**

- 8A: Small business loans
- 8B: Small business loan guaranties
- 8C: Special economic development activities
- 8D: Commercial rehabilitation
- 8E: Microenterprise assistance

**Priority 9: Historic Preservation**

- 9A: Single-family housing repair
- 9B: Multi-family housing repair
- 9C: Non residential building repair/restoration
- 9D: Historic preservationist



# THE CENTRAL NORTHEAST AREA PLAN

## UPDATE

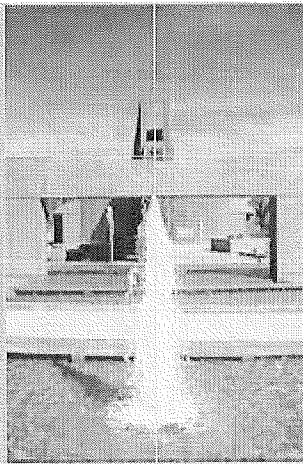


September 2005

## PRIORITIES

The Steering Committee, consisting mostly of neighborhood association representatives, decided that they would begin a more concerted effort on prioritizing and resolving important problems and issues. The identified priorities are listed below. Please note that the priorities are not listed in order of importance because priority will vary by neighborhood.

1. **Increase Neighborhood Capacity** - To build increased participation, organizational and leadership capacity amongst area residents, businesses and neighborhood associations in order to lead the revitalization implementation initiatives identified in this Plan.
2. **Housing Repair** - To create new housing repair strategies that will help fill the entire residential fabric of the area with healthy and habitable housing stock.
3. **Neighborhood Clean-Up** - To create new opportunities to remove trash and debris from yards and easements controlled by property owners.
4. **Neighborhood Watch and Community Safety** - To fight crime to persons and property by creating an effective Neighborhood Watch program throughout the area, and reaching out to police officers to recharge community-policing efforts.
5. **Encourage More Neighborhood-Serving Retail & Personal Services** - To create more neighborhood-serving retail, commercial and personal services businesses in the area.
6. **Retain and Attract New Businesses and Jobs** - To retain and grow existing businesses, and create new business and employment opportunities that will benefit area residents.
7. **Improve the Quality of Life for Area Children** - To create a neighborhood environment that ensures an improved quality of life for children residing in the neighborhood.
8. **Promote New Home Construction** - To protect the neighborhood fabric by ensuring that the rate of new home construction exceeds the housing demolition rate.
9. **Initiate a Neighborhood and Personal Pride Campaign** - To develop and implement an on-going neighborhood and personal pride campaign and an area image enhancement campaign.
10. **Improve Neighborhood Infrastructure** – To create a better quality of life by improving sidewalks, roadways, and drainage infrastructure.
11. **Improve Area Recreational Opportunities** - To improve the quality of life in the area by enhancing existing recreational facilities, enhancing programs, and by developing new facilities.



WICHITA

May 2006



# South Central Neighborhood Plan



## EXECUTIVE SUMMARY

In 1995, a plan for the South Central Neighborhood entitled *A Revitalization Plan for the South Central District* was prepared but was never formally adopted. This document revisits and updates the 1995 plan and outlines formal policy, adopted as an element of *The Wichita-Sedgwick County Comprehensive Plan*, to guide long-term redevelopment and revitalization efforts in the South Central Neighborhood. The South Central Neighborhood is bound by Kellogg on the north, the Arkansas River on the south and west, and Washington and the railroad tracks from Pawnee to the Arkansas River on the east.

The *South Central Neighborhood Plan* outlines the community's vision of what the South Central Neighborhood will be like in 2030. This vision is based upon an assessment of the neighborhood's top issues and the changes desired to address those issues. The following goals are identified to accomplish this vision:

1. Strengthen citizen involvement
2. Improve the visual appearance of the neighborhood
3. Improve neighborhood safety
4. Improve neighborhood infrastructure
5. Promote the unique character and historical significance of the neighborhood
6. Increase homeownership
7. Improve existing housing stock
8. Preserve the character of residential areas
9. Promote economic opportunities
10. Reduce the negative impact of incompatible businesses
11. Increase education and employment opportunities for residents
12. Increase recreational opportunities
13. Promote the river as a community destination
14. Increase use of existing neighborhood facilities

A total of 36 implementation initiatives are identified in the plan. The implementation initiatives detail the specific objectives and strategies to achieve the plan's goals. Key initiatives that are important to the overall success of the neighborhood are identified. Each initiative is identified as short-term, mid-term and long-term, which estimates when the initiative should be started. Each initiative is assigned a lead organization that will be responsible for coordinating and ensuring its implementation. A summary of the implementation initiatives is on page 38.



## NEIGHBORHOOD PLAN

*~Preserving the Past~*

*~Inviting the Future~*

*A Land Use and Neighborhood Plan for Midtown,  
a Wichita neighborhood bounded by  
Murdock Street, Santa Fe Street, 18th Street and the Little Arkansas River.*

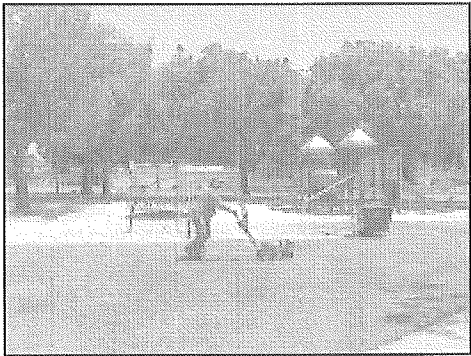
## CHAPTER 8

## GOALS, OBJECTIVES AND STRATEGIES

### Goal 1. Build a sense of community and responsibility.

1.1 Provide regularly scheduled opportunities for residents to get to know their community, other neighborhood agency and advocacy leaders, and learn about beneficial and relevant City programs on an ongoing basis.

Benchmark: Begin Spring 2004. Cost: N/A. Lead Agency: Neighborhood City Hall District VI. Partners: MCRC, HMCA, Neighborhood Clergy.



Prospect Park, 1400 N. Market  
photo: Nalini Johnson

1.2 Develop a permanent position in the neighborhood to provide housing advocacy and rehabilitation services and information to property owners and residents and to act as a liaison with City departments on issues affecting housing (See Appendix 8).

Benchmark: Start by Fall 2004. Annual Program Cost: \$25,000. Funding Source: CDBG. Lead Agency: area CDC. Partners: HMCA, Housing Services Department, Community Housing Services, Wichita State University.

1.3 Improve community services and enhance communication and problem-solving among residents to meet their needs by: a) Establishing focus groups to design and help implement community services and programs that respond to local needs and b) Offering conversational "English as a Second Language" (ESL) and "Spanish as a Second Language" (SSL) classes, and c) Offering services in more than one language (e.g. Spanish and Vietnamese).

Benchmark: Start Fall 2004. Annual Program Cost: \$15,600. Funding Source: Participant Fees, Honoraria. Lead Agency: District VI Neighborhood City Hall. Partnerships: Wichita State University, Clergy, Wichita Public Library, and USD 259.

1.4 Grow community leadership and involvement and develop lasting partnerships with area businesses, schools, churches and other neighborhood institutions.

Benchmark: Ongoing. Cost: N/A. Lead Agency: HMCA. Partnerships: USD 259, area businesses, clergy, neighborhood associations and institutions.

1.5 Develop and implement training programs for a) existing, new and potential property owners and landlords on responsible property management and encouraging landlord-tenant rent-to-own transactions, b) new homeowners on responsible home maintenance and homebuying, and c) a financial literacy program, coupled with credit counseling and homeownership classes.

Benchmark: Begin Fall 2004. Cost: \$5,000. Funding Source: CDBG, sponsorships. Lead Agency: Housing Services. Partners: Community Housing Services, Mennonite Housing, Habitat for Humanity, credit unions, banks, area CDCs, Kansas Extension Service.

## MIDTOWN NEIGHBORHOOD PLAN

1.6 Support school officials in their redevelopment efforts, while encouraging them to respect the neighborhood fabric and due process by referencing the memorandum of agreement between Midtown Neighborhood Plan Steering Committee and USD 259 (See Chapter 10).

Benchmark: As needed. Cost: N/A. Lead Agency: HMCA. Partners: USD 259.

1.7 Empower residents and encourage community building, self-determination and neighborhood involvement by providing them with bilingual (Spanish-English) neighborhood-building information, including a list of telephone numbers and contact names of city offices and landlords through door hangers, neighborhood newsletters, mass mailings, radio public service announcements, public television, and other means, and to serve on neighborhood and school site councils, and agency boards and committees.

Benchmark: Begin ongoing as-needed activity in the Spring 2004. Annual Estimated Cost of mailings and public information media: \$2,000. Funding Source: CDBG. Lead Agency: Neighborhood City Hall. Partners: HMCA, MCRC, area CDCs.

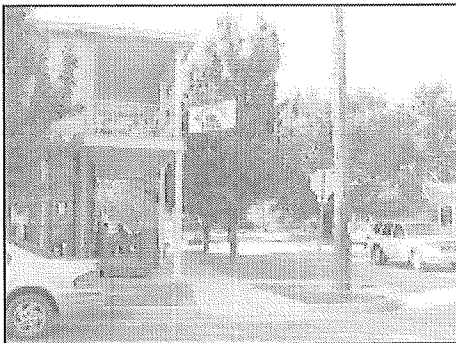
1.8 Develop and nurture a neighborhood association of landlords to work closely with the City and the neighborhood to act as a peer-building and training organization focused on positive results.

Benchmark: Begin Fall 2004. Cost: \$175 per year per participating landlord. Funding Source: Participant Fees. Lead Agency: area CDC. Partners: area Realtors.

1.9 Encourage community giving and buy-in on the part of Midtown, and adjacent, companies for neighborhood-building projects.

Benchmark: Begin Spring 2004. Project Cost: TBD, as needed. Funding Source: sponsorships by area Businesses Lead Agency: HMCA, area CDC. Partners: HMCA, MCRC, Neighborhood City Hall, area businesses.

### Goal 2. Maintain and improve the character of the neighborhood.



The Perk Coffee Shop at 11th & Bitting  
photo: Nalini Johnson

2.1. Develop and implement an ongoing neighborhood clean-up program by encouraging neighbors to take part.

Benchmark: Two (2) clean-up events per year. Estimated Cost: \$24,000. Funding Source: Office of Central Inspection. Lead Agency: Neighborhood City Hall. Partnerships: Office of Central Inspection, Court Day Reporting Center volunteers, HMCA.

2.2. Work proactively and closely with the Office of Central Inspection's (OCI) "Neighbor-to-Neighbor" and other programs, as well as with the Police Department, to better monitor, report and ticket trash offenders to keep yards, porches, alleys and streets trash-free (See Appendix 9).

Benchmark: Ongoing. Cost: N/A. Lead Agency: Office of Central Inspection. Cost: Partners: Police Department.

## MIDTOWN NEIGHBORHOOD PLAN

2.3. Develop and expand the trolley tour route through Historic Midtown to include the historic districts as well as houses and communities of note along non-historic routes.

Benchmark: Implement new route by the Summer 2004. Cost: N/A. Lead Agency: HMCA. Partners: Wichita Historic Trolley Tour

2.4. Develop a landscaping and streetscape design plan to a) add neighborhood amenities, including historic light fixtures, sidewalk benches, bus shelters, and planters, b) Visually buffer homes from incompatible land uses and mitigate negative impacts.

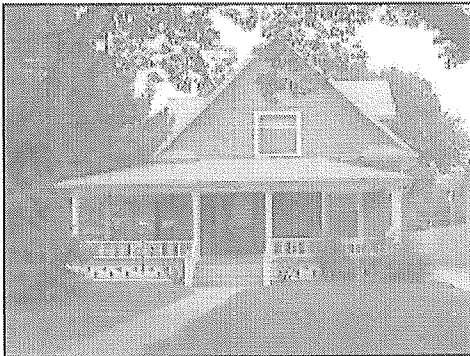
Benchmark: Implement by 2010. Cost: \$100,000 Funding Source: Capital Improvement Program, CDBG. Lead Agency: Park and Recreation. Partners: HMCA, MAPD.

2.5. Encourage neighborhood investment and community involvement.

Benchmark: Develop and implement an ongoing investment and involvement strategy. Cost: N/A. Lead Agency: area CDC. Partners: HMCA, area CDC, Housing Services, area businesses.

2.6. Working in close consultation with all property owners, create a neighborhood-wide rezoning plan that better reflects established residential areas and promotes the desired future land use concept (See Future Land Use Concept).

Benchmark: Zoning Plan initiated in 2004. Cost: Postage to 2500 property owners: \$2,850. Funding Source: CDBG. Lead Agency: MAPD. Partners: Property Owners, HMCA, and Historic Midtown Plan Steering Committee.



1637 N. Fairview  
photo: Historic Preservation Office

### **Goal 3. Encourage attractive, affordable and well-maintained housing.**

3.1 Develop a study to a) Proactively identify and assess residential structures that may not be viable for repair and develop a plan of action for those properties, where repair and rehabilitation may be determined to be financially impossible with the resources available to the their owners, b) Identify financial and regulatory incentives to encourage, where feasible, the rehabilitation, remodeling, and maintenance and repair of residential structures, c) Identify vacant lots or blocks suitable for affordable and market-rate residential development, and market accordingly, d) Develop strategies to increase significantly the number of owner-occupied homes, including actively promoting existing programs such as Homeownership 80, working with area lenders to enhance these programs, and preparing and implementing a public information campaign that highlights benefits of owning a home in the neighborhood, e) Determine the extent of lead-based paint risks to neighborhood children living in homes that pre-date lead-based paint regulations and develop recommendations to address the issue.

Benchmark: Complete study by Fall 2005. Implement new program rec-

## MIDTOWN NEIGHBORHOOD PLAN

ommendations by 2010. Cost: \$150,000. Funding Source: Capital Improvement Program, CDBG. Lead Agency: Housing Services. Partners: MAPD, HMCA, area CDC.

3.2 Ensure that homes meet health and safety priorities and criteria for the families that live in them before applying aesthetic criteria by a) Promoting the State's weatherization program for low-income citizens, and b) Encouraging housing code inspections of interior spaces as part of the inspection checklist when complaints about exterior elements are filed, and when construction or remodeling permits are sought, c) Ensuring that all construction and remodeling meet safety criteria in a cost-effective manner.

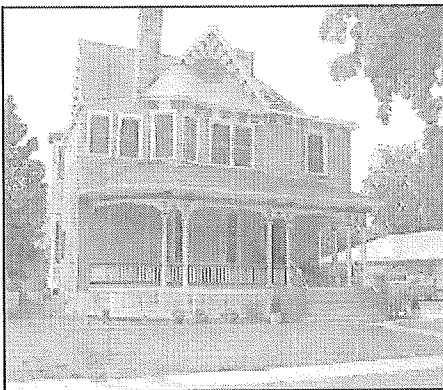
Benchmark: Ongoing. Cost: N/A. Lead Agency: Office of Central Inspection. Partners: HMCA, area CDC, Housing Services.

3.3 Ensure greater outreach to Midtown homeowners by the City's Housing Services Department to work with the neighborhood's housing services liaison (See Objective 1.2) to help provide loans for housing rehabilitations and homeownership financing and other existing housing programs and services.

Benchmark: Ongoing. Cost: N/A. Lead Agency: Housing Services. Partners: HMCA, Neighborhood Housing Liaison, area CDC.

3.4 Work with the Office of Central Inspection to: a) Ensure a fair and consistent housing code enforcement process, b) Provide solutions to address code violations and near-violations, to discourage the reliance on the court system to effect change and thereby encourage homeownership, and c) Encourage improvements through a recognition program that stresses positive reinforcement rather than punitive approaches to problem-solving.

Benchmark: Ongoing. Cost: N/A. Lead Agency: area CDC. Partners: HMCA, Housing Services, OCI



1025 N. Market  
photo: Nalini Johnson

### **Goal 4. Preserve and Enhance Historically-Designated Homes and Districts**

4.1 Preserve historic architectural features in historic districts by monitoring the implementation of the Historic District Review Guidelines for the Topeka/Emporia, North Topeka/10th Street, Park Place/Fairview, and Bitting districts.

Benchmark: Ongoing. Cost: N/A. Lead Agency: City's Historic Preservation Office. Partners: HMCA.

4.2 Market existing financial incentives, for the maintenance, repair and restoration of eligible structures, including the Historic Loan Program, the Federal 20% Tax Credit and the Tax Rebate Program, as defined in the Wichita Historic Preservation Plan.

Benchmark: One participating structure per year. Cost: \$5,000. Funding Source: Historic Loan Program, CDBG, and Federal Income Tax Credit. Lead Agency: City's Historic Preservation Office. Partners: HMCA, Housing Services Department.

## MIDTOWN NEIGHBORHOOD PLAN

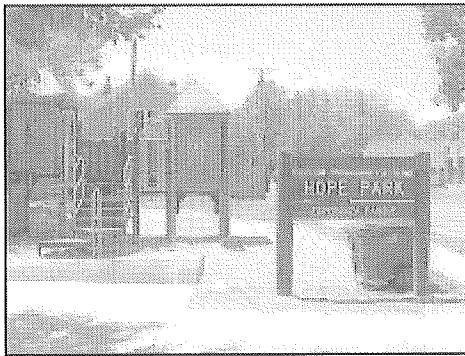
4.3 Encourage infill construction that is similar to the historic or historically eligible structures in construction style, scale and design through the use of similar materials to maintain the existing neighborhood character.

Benchmark: Infill Redevelopment Task Force formed by 2004. Cost: N/A. Lead Agency: area CDC. Partnerships: HMCA, Historic Preservation Office.

4.4 Identify all City-owned property and repair, replace and maintain improvements to such property to enhance the area, e.g. the Colonnades at 17th and Wellington.

Benchmark: Implement by 2010. Cost: Included as part of the Traffic and Transportation Study element related to landscaping and beautification. (See Objective 8.1).

Benchmark: Initiate in 2005. Lead Agency: Public Works. Partners: MAPD, Park and Recreation, Traffic Engineering, Adjacent Property Owners.



Hope Park, 1457 N. Emporia

4.5 Assess and identify homes and boundaries eligible for historic property and district designation at the local, state and national levels.

Benchmark: All districts designated on the National Register in 2003. Additional districts to be assessed and identified by 2004. Cost: \$15,000. Funding Source: CDBG. Lead Agency: Historic Preservation Office. Partners: HMCA, property owners.

### **Goal 5. Encourage a safe and peaceful neighborhood.**

5.1 Eliminate gangs and prostitution.

Benchmark: Significant reduction on an annual basis. Cost: TBD. Funding Source: Police Department funding sources. Lead Agency: area CDC. Partnerships: Police Department, HMCA, District 6 Neighborhood City Hall, area businesses, Midtown Community Resource Center, area school parent organizations, and block clubs.

5.2 Develop a lighting plan and monitoring strategy that involves public and private properties, area businesses, parks, streets, alleys, and yards.

Benchmark: Implementation by 2006. Cost: \$20,000. Funding Source: Capital Improvement Program, CDBG. Lead Agency: MAPD. Partners: Public Works, Police, and Park and Recreation departments.

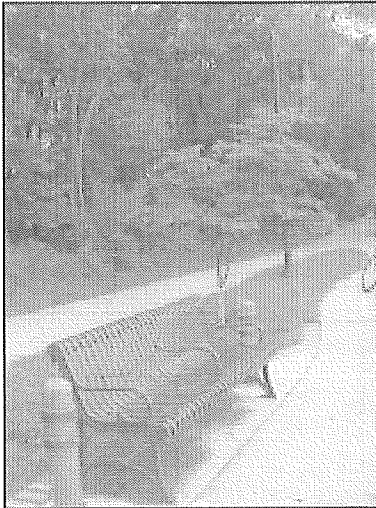
5.3 Encourage community involvement and action through monthly community policing meetings, neighborhood patrols, neighborhood watch, citizens' police academy, citizens' academy, block clubs, block parties, the neighborhood association and other neighborhood-serving organizations.

Benchmark: Ongoing activities, starting Summer 2004. Cost: N/A. Lead Agency: Police Department. Partners: HMCA, District VI Neighborhood City Hall, neighborhood organizations, block clubs.

## MIDTOWN NEIGHBORHOOD PLAN

5.4 Continue to work with the schools, the City's traffic engineer, the Park Board and Via Christi's "Safe Kids" program to provide safer access to and from school for children travelling on foot.

Benchmark: Spring 2004. Cost to City: N/A. Lead Agency: Safe Kids Coalition. Partners: USD 259, MAPD, Via Christ Hospital, Police Department, and Public Works Department.



Example of possible amenities for the Linear Park.  
(photo: Mitali Mandlekar)

5.5 Ensure children's safety along the Arkansas Riverbank by developing water safety classes and education about the river.

Benchmark: Summer 2004. Cost: \$10,000. Funding Source: Kansas Alliance for Wetlands and Streams fundraising. Lead Agency: Riverside Citizens' Association. Partner: Kansas Alliance for Wetlands and Streams, Park and Recreation Department, District VI Neighborhood City Hall.

### **Goal 6. Improve park and recreational space experiences and encourage the utilization of parks.**

6.1 Investigate the feasibility for the design and construction of a community plaza and/or other community gathering places in Midtown.

Benchmark: by Spring 2005. Cost: \$150-200,000. TBD. Funding Sources: Capital Improvement Program, CDBG. Lead Agency: HMCA. Partners: MAPD, Park and Recreation Department.

6.2 Encourage full use of the existing park recreational facilities in and near Midtown by working in collaboration with the Parks Department to improve existing policies and implement effective management practices.

Benchmark: Start Summer 2004. Cost: N/A. Lead Agency: Park and Recreation Department. Partners: District 6 Neighborhood City Hall, HMCA.

6.3 Support the transformation of the abandoned Union Pacific (UP) corridor into a greenway by acquiring land and implement the design concept for the greenway as submitted to the Kansas Department of Transportation (KDOT).

Benchmark: Complete Greenway by 2007. Estimated Cost: Construction and Engineering: \$775,000. Funding Sources: Transportation Enhancement Funds (Kansas Department of Transportation), Capital Improvement Program, and Community Development Block Grant (CDBG). Federal cost share: \$542,500 Wichita share: \$232,500 Acquisition: \$76,000. Lead Agency: Park and Recreation Department. Partners: MAPD, Oz Bicycle Club, Prairie Travelers, HMCA, Midtown Community Resource Center (MCRC), area CDC.

6.4 Provide adequate recreational programs for residents by a) conducting a Recreational and Community Educational Needs Assessment Study and b) developing an associated action plan to improve partnerships, recreational and civic education.

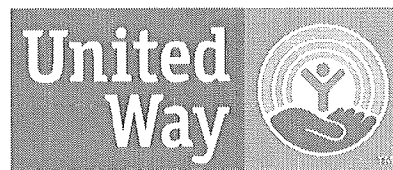
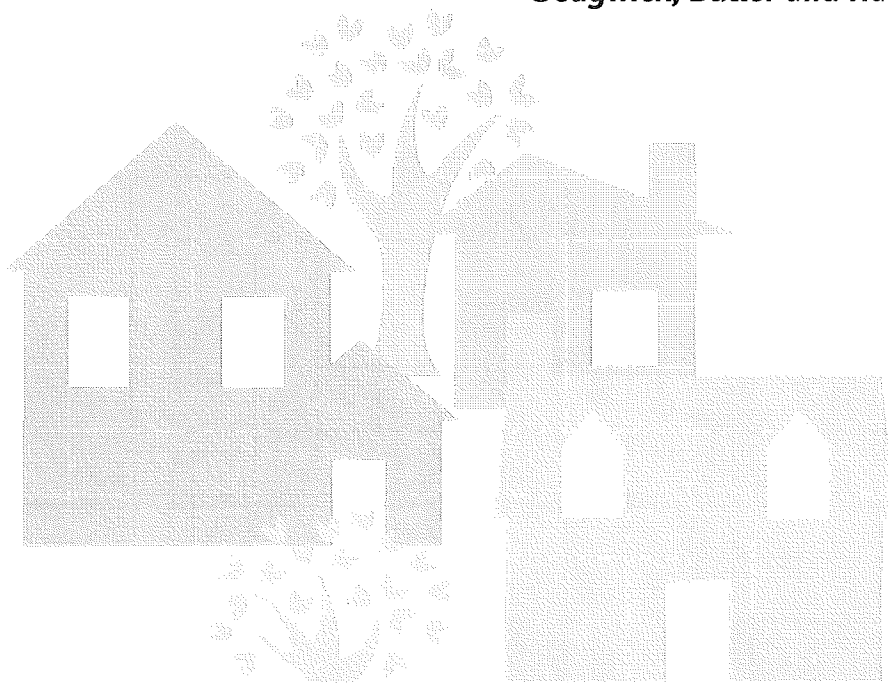
Benchmark: Complete recreational plan and implement recommendations, in conjunction with partners, by the summer of 2005. Cost: \$10-15,000. Lead Agency: Wichita State University Department of Public Health Partners: Mid-

Community Needs Assessment, Volume 2

# Needs Survey & Priority Study

2006

*Sedgwick, Butler and Harvey Counties of Kansas*



what matters.™

## Priority Needs Facing Our Community

In past needs assessments in this community, respondents have been provided with a list of "community concerns" and from that list were asked to identify the three most important and the three least important concerns facing our community. In the 2006 process, respondents were asked two open-ended questions in which they were to identify needs facing our community. The first question directed respondents' focus toward "community" needs; the second, "health and human services" needs.

Altogether, community (household) respondents, community leaders and agency executives respondents with 3,114 needs facing our community.

The ten needs identified most often by community (household) respondents, community leaders and agency executives combined included:

- Health Care (All)
- Housing/Affordable Housing
- Activities/Programs - Seniors
- Activities/Programs - Youth
- Food/Meals/Nutrition
- Mass Transportation/Bussing
- Programs/Services: Disabled
- Daycare/Child Care
- Infrastructure
- Safety/Public Safety

## Other Topics of Interest

### Community Members as Agents of Change

- Community leaders and the community as a whole were asked, "Do you feel you have a chance to make changes in your neighborhood?" The majority of community leaders (89 percent) and the community as a whole (65 percent) believed they could effect changes in their neighborhoods.
- A third (34 percent) of the community and 8 percent of the community's leaders didn't feel they had a chance to make changes in their neighborhoods.

	Community (Household)	Community Leaders
Yes, a great deal of change	4%	13%
Yes, some change	30%	44%
Yes, a little change	31%	32%
No	34%	8%
No response/refused	2%	4%

### Volunteerism (Donation of Time)

- More than three in five (61 percent) members of the community as a whole indicated they or someone in their household volunteered their time to churches, schools, hospitals, libraries or museums, nonprofit agencies or other organizations.
- Members of the community as a whole who volunteered donated an average of 2.8 hours per week to church activities and 1.6 hours per week to the activities of nonprofit agencies.

	Hours/Week (Average)
Church	2.8
Nonprofit agency	1.6
School	1.1
Other	0.9
Hospital	0.2
Library or museum	0.1

- From the community as a whole, their donated time represented an average of 6.7 hours of volunteer activity per household per week. If 61 percent of the 210,552 occupied households in Sedgwick, Butler and Harvey counties volunteered their time at this level, it would represent 860,526 hours per week or 44,747,353 hours per year that Sedgwick, Butler and Harvey County residents volunteered to benefit their churches, schools, nonprofit agencies and other organizations.

#### **Donation of Money**

- The vast majority (91 percent) of the community responded that they did donate money to churches, schools, hospitals, libraries, museums, nonprofit agencies or other charitable organizations.
- Among respondents who donated money to civic and/or charitable organizations, approximately three in four donated to nonprofit agencies or churches or both.

Nonprofit agency	78%
Church	76%
School	36%
Library or museum	13%
Other	12%
Hospital	4%

Base = those who donate money

#### **Community Changes - the Agency Perspective**

Executive directors indicated their agencies had faced a number of recent changes. Agencies were being asked to do more with increasingly limited resources. To some agencies, recent changes involved adding or refining a program; for other agencies, it has involved discontinuing programs. Some executive directors described changes within their agencies to sharpen the focus of their program, to streamline internal operations and to avoid duplication of effort.

When considering the next three to five years and describing changes they saw for their agencies, few agency executives envisioned cutting back on services, although a few indicated they did not foresee growth, simply maintenance and an emphasis on their missions. Other executive directors believed they would see an increased demand for the programs and services their agencies currently deliver, continued resource and funding challenges, and programs that would need to be added. In addition, they emphasized collaborative partnership efforts and the needs of their agencies to make internal changes to meet external demands.

City of Wichita  
City Council Meeting  
February 10, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Petition to construct a Sanitary Sewer in R.A. Morris Tracts (south of 13<sup>th</sup> St. North, west of Doris) (District VI)

**INITIATED BY:** Department of Public Works

**AGENDA:** New Business

-----  
**Recommendation:** Approve the Revised Project.

**Background:** On July 12, 2005, the City Council approved a petition to construct a sanitary sewer to serve homes on Lots 5 and 6 in R.A. Morris Tracts. Difficulties in obtaining required easements resulted in a long delay until the project could be bid. A recent attempt to award a construction contract within the budget set by the petition was not successful, due in large part to expenses associated with acquiring easements. In order for the project to proceed, it will need to be ordered in with an increased budget.

**Analysis:** The project will extend sanitary sewer service to three homes that are currently on private septic tank systems and a vacant tract.

**Financial Considerations:** The budget provided by the existing petition is \$34,000 with the total paid by special assessments. If done as an order in project, the estimated project cost is \$57,500. The estimated rate of assessment to individual properties will increase from \$00.30 per square foot of ownership to \$00.52 per square foot of ownership.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing sanitary sewer improvements for existing homes.

**Legal Considerations:** State Statutes provide authority for the City Council to order in the project by resolution without a petition.

**Recommendations/Actions:** It is recommended that the City Council approve the revised Project, adopt the Resolution and authorize the necessary signatures.

**Attachments:** Map, Spread Sheet and Resolution.

First Published in the Wichita Eagle on February 13, 2009

RESOLUTION NO. 09-037

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 274, MAIN 5, SANITARY SEWER NO. 22 (SOUTH OF 13TH, WEST OF WEST STREET) 468-84016 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 274, MAIN 5, SANITARY SEWER NO. 22 (SOUTH OF 13TH, WEST OF WEST STREET) 468-84016 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 05-353 adopted on July 12, 2005 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Lateral 274, Main 5, Sanitary Sewer No. 22 (south of 13th, west of West Street) 468-84016.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Fifty-Seven Thousand Five Hundred Dollars (\$57,500) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after January 1, 2009, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

R.A. MORRIS TRACT ADDITION

The W 75' of the E 1/2 of Lot 5 except the S 132'

The W 1/2 of Lot 5 except the S 400'

The E 235.9' of the N 281' of Lot 6 except CCA-77197

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 10<sup>th</sup> day of February, 2009.

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CARL BREWER, MAYOR

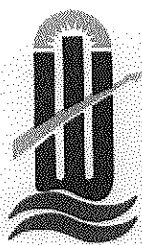
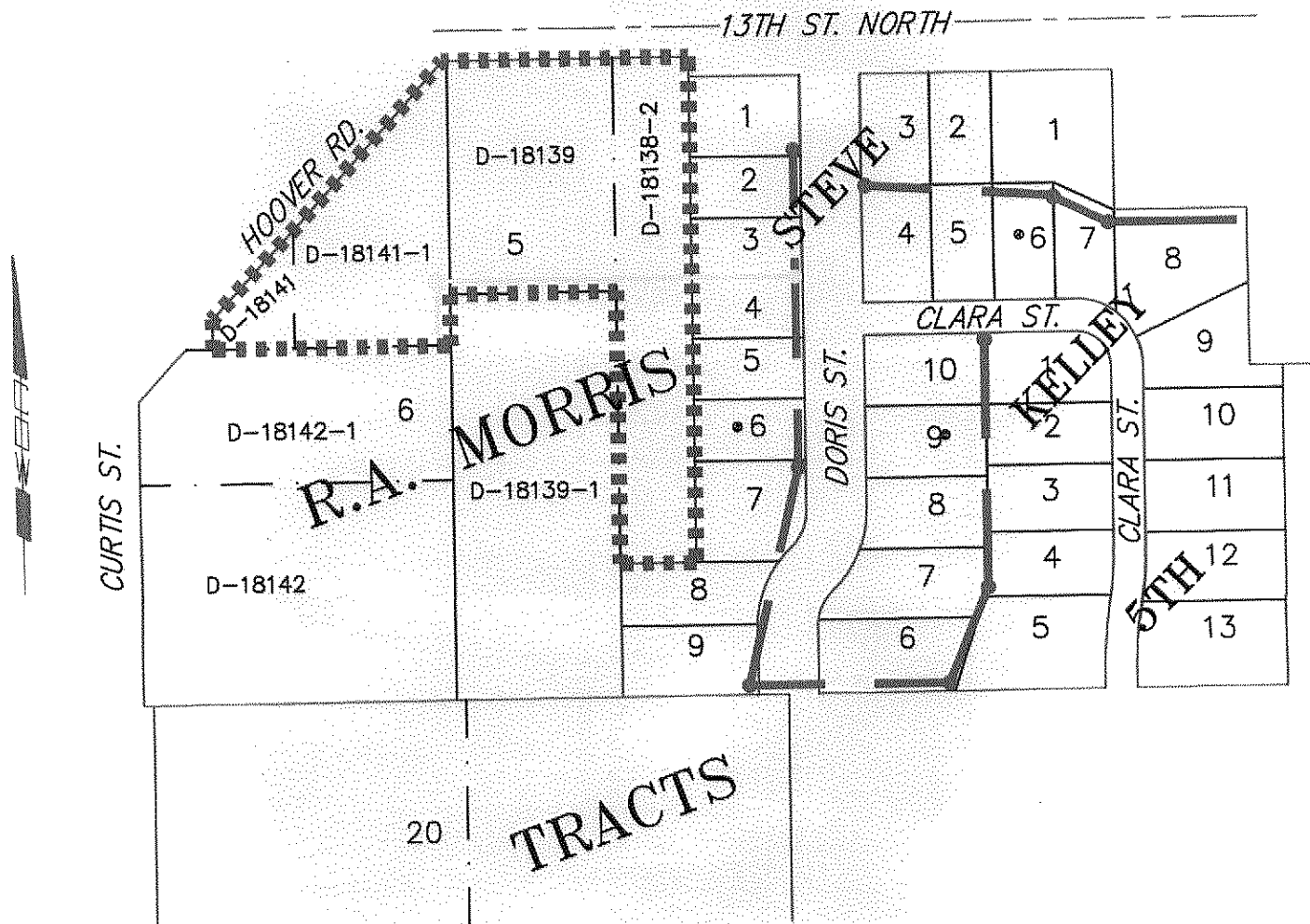
ATTEST:

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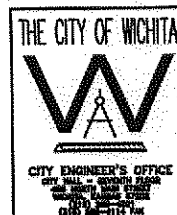
KAREN SUBLETT, CITY CLERK

(SEAL)

# PROPOSED SEWER LINE TO SERVE PART OF R.A. MORRIS TRACTS



IMPROVEMENT DISTRICT  
PROPOSED SEWER LINE  
EXISTING SEWER LINE



[illegible]

Estimated assessments for Sanitary Sewer to serve							
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	01/28/09 Annual Payment**	Resident Owners
<b>RA Morris Tracts Addition</b>							
D 181410001	EDWARDS_MARY A ETAL	5223 W 13TH ST N	55 FT N 281 FT LOT 6 EXC CC A-77197	30768	\$16,149	\$1,296	2
D 181380002	GLISSON_GARRY B	5201 W 13TH ST N	W 75 FT E 1/2 LOT 5 EXC S 132 FT	37350	\$19,604	\$1,573	1
D 18139	LAURA STREET HOUSING VENTURES 1 LLC 309 S LAURA WICHITA KS 67211	5217 W 13TH ST N	W1/2 LOT 5 EXC S 400 FT	37950	\$19,919	\$1,598	1
D 18141	EDWARDS, DONALD R & DONNA ETAL 5223 W 13th St N WICHITA KS 67212		W 80 FT E 235.9 FT N 281 FT LOT 6 EXC CC A-77197	3484	\$1,829	\$147	3
Total:				109,552	\$57,500		7
Abbreviations:							
etal. = and others							
etux. = and wife							
etvir. = and husband							
nr = non resident							
* Estimated assessment for sanitary sewer construction based on \$0.52 per square foot excluding inflation, and/or temporary financing.							
This cost does not include the Sewer Plant Equity Fee, approximately \$1350 for a residential property, or for installation of the private sewer line.							
** Estimated Annual escrow payment based on 5% bond sale rate, and spread over 20 years (last bond sale 4.69%)							

City of Wichita  
City Council Meeting  
February 10, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Tyler Road Sidewalk, between 29<sup>th</sup> St. North and 37<sup>th</sup> St. North (District V)

**INITIATED BY:** Department of Public Works

**AGENDA:** New Business

-----  
**Recommendation:** Approve the Project.

**Background:** Tyler Road between 29<sup>th</sup> St. North and 37<sup>th</sup> St. North was constructed by the County as a two lane asphalt mat roadway. Currently there are no sidewalks along either side of Tyler Road in this area. Sidewalks are needed along this roadway to serve both the growing residential development and the existing middle schools and new high school and elementary schools.

**Analysis:** The proposed project will provide a 6 feet wide sidewalk along the east side of Tyler between 29<sup>th</sup> and 37<sup>th</sup>. Sidewalk will be constructed along the west side from Westlakes Parkway in Foxridge Addition to the Maize School Campus. The project is designed to be as compatible as possible with any future improvements to Tyler Road. Construction is planned to begin this spring.

**Financial Considerations:** The estimated project cost is \$150,000 with the total paid by the City with General Obligation Bonds. Funding for the improvement is from the future improvement to Tyler Road between 29<sup>th</sup> and 37<sup>th</sup> as included in the current Capital Improvement Program.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving pedestrian access along a major transportation corridor.

**Legal Considerations:** The Law Department has approved the Authorizing Resolution as to legal form.

**Recommendations/Actions:** It is recommended that the City Council approve the Project, adopt the Resolution and authorize the necessary signatures.

**Attachments:** Map, CIP Sheet and Resolution.

First Published in the Wichita Eagle on February 13, 2009

RESOLUTION NO. 09-038

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO CONSTRUCT SIDEWALKS ALONG TYLER ROAD, BETWEEN 29TH ST. NORTH AND 37TH ST. NORTH (472-84788).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita, finds it necessary to make certain related improvements as follows:

The design and construction of sidewalks.

SECTION 2: The total cost is estimated not to exceed \$150,000, exclusive of the costs of interest on borrowed money, with the total paid by the issuance of bonds by the City of Wichita at large.

SECTION 3: That the advisability of said improvements is established and authorized by K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 10<sup>th</sup> day of February, 2009.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY REBENSTORF, DIRECTOR OF LAW

W MOSS ROSE ST  
HIST N

37<sup>th</sup> Street North

W 37TH ST

N HIGH POINT CT

W CONREY ST

N HIGH PT

N VALERIE ST

W 34TH ST N

W 34TH

W LANG

Tyler Road

N PEPPERIDGE ST

W SHADOW LAKES ST

W SHADY LN

29<sup>th</sup> Street North

5

# CAPITAL IMPROVEMENT

## PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

X
---

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 1/21/2009	4. Project Description & Location Tyler Road Sidewalk; 29th St North - 37th St. North	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date	
MS-				
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required	As Required			
12. Project Cost Estimate				
ITEM	GO	SA	LST	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk	\$150,000			\$150,000
Water				
Streetscape				
Totals	\$150,000			\$150,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the Project and Resolution				

Platting Required	Yes	No
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

472-84788

Division Head

Department Head

Budget Officer

City Manager

Date

Date

**City of Wichita**  
**City Council Meeting**  
February 10, 2009

**TO:** Mayor and City Council

**SUBJECT:** CUP2008-52– DP-18 Amendment #3 to allow a night club/drinking establishment on property zoned LC Limited Commercial; generally located North of 21st Street North and east of Somerset Avenue (1580 West 21<sup>st</sup> Street North). (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

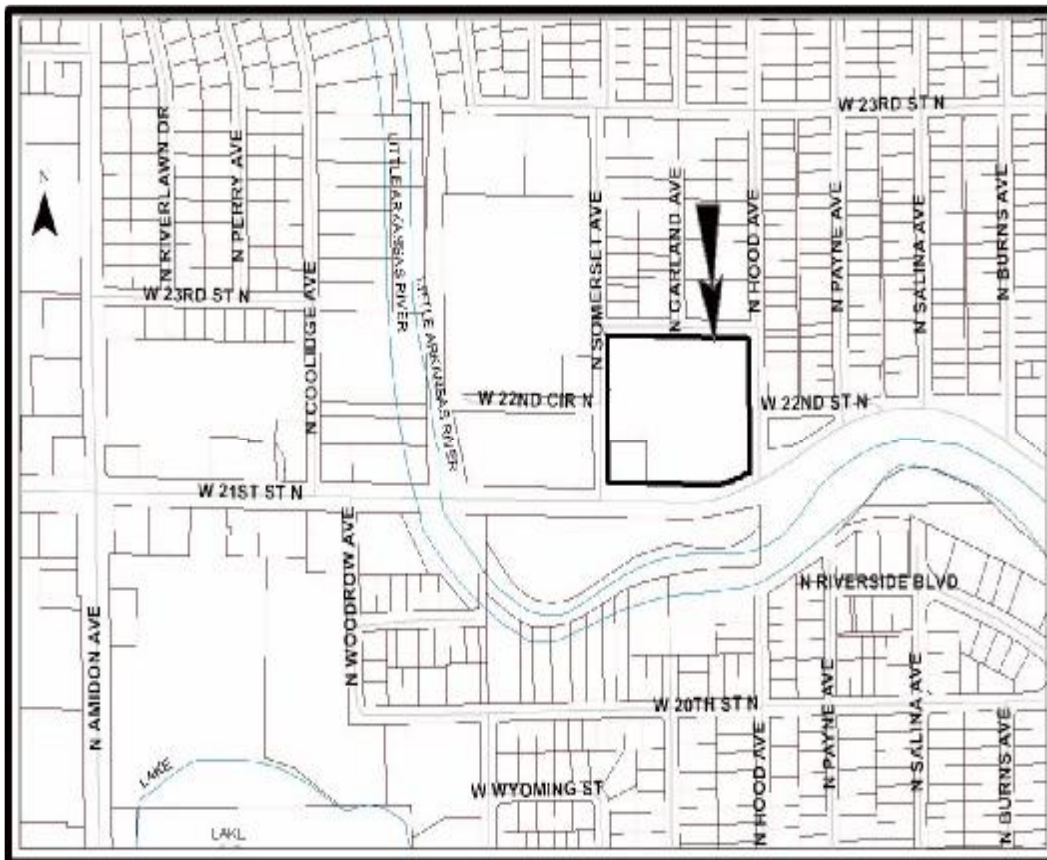
**AGENDA:** Planning (Non-Consent)

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**MAPC Recommendations:** Approve, subject to staff recommendations (8-1).

**MAPD Staff Recommendations:** Approve, subject to conditions.

**DAB Recommendations:** Approve, subject to staff recommendations (10-0).



**BACKGROUND:** The applicant seeks a CUP amendment to allow a drinking establishment and nightclub within an existing restaurant located at 1580 West 21<sup>st</sup> Street North. The applicant wishes to use 5,000 square feet of the existing restaurant as a nightclub and private rental facility, this space is limited by fire code to a 300 person occupancy. The 5,000 square feet of designated nightclub space is located within a larger 10,600 square foot building. DP-18 does not list nightclubs or drinking establishments as permitted uses for this site. Also, the site is located within 200 feet of a church and multi-family residential zoning; these factors require the applicant to request a CUP amendment for a drinking establishment and nightclub.

If this request is approved, the current limitation on the amount of alcohol that can be sold on this site by virtue of the current Drinking Establishment–Restaurant (DE-R) license would be removed. The DE-R license requires that 50% of gross revenue be from food sales. Without the DE-R license restriction, there are no restrictions on the volume of alcohol that could be sold. Establishments that sell alcohol and provide entertainment/dancing can be good neighbors to other businesses, but they can also become nuisances that generate excessive noise and nuisance activity.

A “nightclub in the city” is defined by the *Unified Zoning Code* as an establishment that provides entertainment, which may include the provision of dancing by employees or patrons, and where alcoholic beverages are offered to the public or its members, and which may or may not serve food. “Nightclub in the city” is a use permitted by right in the LC Limited Commercial (“LC”) zoning district except when it is located within 200 feet of a church or place of worship, public park, school or residential zoning district. A Conditional Use (or an amendment to a Community Unit Plan) is required if a nightclub is located within 200 feet of the aforementioned uses or zoning districts.

The existing business is within a shopping center outbuilding, located on the west side of the property, northeast of the Somerset Avenue and 21<sup>st</sup> Street intersection. The site is within Parcel 1 of the River Bend Shopping Center Community Unit Plan (CUP), DP-18. The applicant’s property is zoned LC, subject to the conditions contained in DP-18, including the development standards for Parcel 1. Uses permitted in Parcel 1 are restricted to: Shopping center, department store, restaurant, offices and other similar uses permitted in LC zoning. Existing businesses located in the CUP include a gas station/tire store, a bus station, a retail strip center, a bingo hall and a vacant restaurant.

North and east of this property is SF-5 Single-family Residential (“SF-5”) and LC zoning with single family residences to the north and east, and commercial uses to the east. South of the site, on the south side of 21<sup>st</sup> Street, is GO General Office (“GO”) zoning and a medical office building. West of the site is B Multi-family Residential (“B”) and GO zoning with a church and an apartment complex.

A previous night club within this same shopping center generated law enforcement problems several years ago. In 2004, a different applicant requested an amendment to this same CUP for a drinking establishment and nightclub, that request was denied and generated significant neighborhood opposition. It would be important to note that the previous nightclub and the previously denied application were on the east side of the shopping center, with the club and parking approximately 100 feet from single-family residences. This current request is at a different location within the center; the building is over 280 feet from single-family residences to the north, and over 475 feet from residences to the east, with a commercial strip center building between this site and all single-family residences. The proposed nightclub building is over 350 feet from the nearest apartment building, and over 200 feet from the church building to the west. However, the application area parking is within 200 feet of the apartment and church properties to the west.

**Analysis:** DAB VI heard this request on January 5, 2009. One person spoke against the request and several people spoke in support of the request at the DAB hearing. DAB VI approved the request subject to staff recommendations by a vote of 10-0. The MAPC heard this request on January 8, 2009. At the MAPC hearing, the manager of the adjacent apartment complex west of the site spoke against the request, one residential neighbor spoke in support of the request and one business neighbor asked questions and expressed concerns.

The action of the MAPC was to approve the request subject to the following staff recommended conditions:

1. DP-18 Parcel 1 item I. shall be amended to add Amendment #3: “One drinking establishment/nightclub shall be permitted at 1570 W. 21<sup>st</sup> Street North. The drinking establishment/nightclub shall be attached to a restaurant and under the same ownership as the restaurant. The nightclub shall not exceed 5,000 square feet in size, shall not exceed a 300-person occupancy, and shall conform to an approved site plan.”
2. The applicant shall submit a site plan, to be approved by Planning Staff, which demonstrates a designated nightclub parking area of 150 spaces which shall not be permitted within 160 feet of the east property line. The nightclub shall be responsible to enforce the designated parking area, and shall conform to all other codes and regulations.
3. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

The applicant submitted letters of support, along with the application, from neighborhood and business associations, and the church west of the site. The adjacent apartment complex management submitted a letter of opposition to the request from the same church, and from several individual members of a neighborhood association which had submitted a letter of support. 23 properties filed protests against this request, for a total of 63% of the protest area. Because the protest area is greater than 20%, the governing body requires a  $\frac{3}{4}$  supermajority to override the protests.

**Financial Considerations:** None.

**Goal Impact:** Promote Economic Vitality and Affordable Living.

**Legal Considerations:** No ordinance is required.

**Recommendation/Actions:**

1. Adopt the findings of the MAPC and approve the community unit plan amendment subject to the recommended conditions (requires a  $\frac{3}{4}$  supermajority vote by the governing body to override the valid protest); or
2. Return the application to the MAPC for reconsideration (requires a simple majority).

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)



September 16, 2008

To Whom It May Concern:

We, Butler Community College HALO (Hispanic American Leadership Organization) are writing this letter in support of Mr. Mario Quiroz and his establishment of Fridas Mexican Grill. HALO was established by Butler students for the purpose of improving the community and strengthening student leadership skills. HALO consists of energetic and ambitious Butler students who recognize, develop, and test leadership skills both on campus and in the community. The goals of HALO include: strengthening Latino students, recognition on and off campus, provide and develop leadership and professional opportunities, foster an understanding and appreciation for Latino customs and traditions and form a united fellowship for addressing issues and concerns affecting the Hispanic community.

Our organization strives for success and would not be capable of achieving the goals we have achieved without the support of Butler, the Latino community, and local Latino business owners, such as Mr. Quiroz. Mr. Quiroz, has been a leader in the Latino community, supporting not only our organization but other Latino organizations as well. Mr. Quiroz has repeatedly supported us by allowing us to use his facilities in order to host events. Considering that one of our goals is to create recognition on and off campus of Latino students and to foster an understanding and appreciation for Latino customs and traditions, we greatly appreciate being able to host events in the heart of the Latino community and being able to introduce our customs and traditions to our non-Latino peers.

Mr. Quiroz and his business are a great asset to the Wichita community. Thank you for your time and consideration. If you have any further questions or comments please feel free to contact me at [cbravo@butlercc.edu](mailto:cbravo@butlercc.edu) or (316) 304-9236.

Sincerely,

Clever Bravo  
President  
Butler HALO

## Ministerio Rompimiento (Templo De Poder Sinai)

To Whom It May Concern:

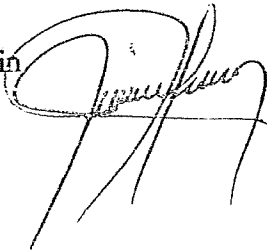
With this letter I would like to grant my ongoing support to Mr. Mario Quiroz and his restaurant Frida's. Mr. Quiroz has demonstrated to be a respectable member of society, who continually supports the Hispanic community by offering his establishment for church and school activities. His success in business has helped in the growth of other Hispanic businesses in our community.

In addition, the restaurants vibrant colors, Mexican artifacts and, most importantly, the artwork of the famous painter Frida contribute to the enrichment of our Hispanic culture. Also, the décor portrays the importance of our culture and traditions, which is especially important to our youth in today's society.

Mr. Quiroz has set a good example in our community, and I believe this is very important in our growing community. Therefore, I once again offer my support to his restaurant Frida's.

Pastor Juan Larin

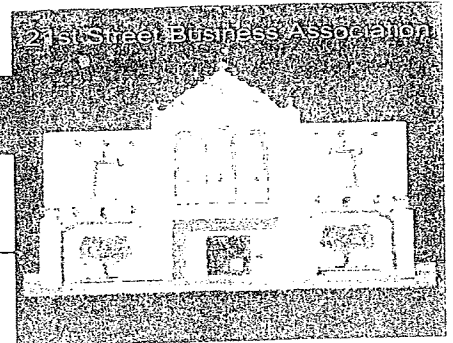
(316) 880-2059



## 21st St. Business Association

P.O. Box 47,052 Wichita, KS 67201

Representing "EL CORAZON" of the Business  
Community of North Central Wichita, Kansas



Sept. 18, 2008

### HELLO FRIENDS OF THE COMMUNITY:

We are writing this letter in support of a fellow business association member, Mr. Mario Quiroz, owner of Frida's Mexican Grill, located at 1580 W. 21st St. N., Wichita, KS 67203. Mario exhibits the professional business ethics and vision that we share in our business community. We find his business concepts and vision to be a refreshing encouragement, for our future "NOMAR INTERNATIONAL MARKET" district area. "Frida's" is a more than just another restaurant/cantina, because it is themed around the arts. The restaurant was named after Frida Kahalo, a very famous artist from Mexico, known for her very avante-guarde impressionistic paintings. Frida was married to Diego Rivera, a famous muralist, who was highly sought after by American industrialists and Public Works Departments. Copies of this couple's famous artistry can be found at the restaurant.

Mr. Quiroz has amazingly been able to bring in a variety of interesting musicians, ranging from jazz, and saxaphonists, to the traditional mariachi and cowboy (ranchero) groups! This range of artistry adds to the diversity, and up-scale appeal that the "NOMAR" business district leaders wish to achieve.

We appreciate the cooperative and friendly attitude demonstrated by Mr. Quiroz, and heartily extend a big "Welcome/ Bienvenidos" to Mr. Quiroz, and best wishes for his continued success in this important business endeavor.

Sincerely,

A handwritten signature in cursive script, reading "Sharon Stauth".

Sharon Stauth, Secretary - 21st St.  
Business Association, &  
Public Accountant

### OFFICERS OF 21ST ST. BUSINESS ASSOCIATION:

President: Ron Cruz  
Cell # 316-204-0445

Secretary: Ken Thomas  
Treasurer: Sharon Stauth

Vice-Presidents:  
East Side: Bob Alford  
Central: Dick Glenn  
West Side: Jim Basham

**NORTH RIVERSIDE NEIGHBORHOOD ASSOCIATION**  
(boundaries include Little and Big Arkansas River  
13<sup>th</sup> St. north to 21<sup>st</sup> St.)

September 26, 2008

To whom it May Concern:

It was my pleasure to meet with Mr. Mario Quiroz, owner of Frida's Mexican Grill, located at 1580 W. 21<sup>st</sup> St N., Wichita, KS. He shared his dream of operating an up-scale club at this location where people could meet to enjoy good music in a safe environment, visit with friends and perhaps dance a little. His targets audience will be college age people and others who are interested in improving the image of the Hispanic population here in Wichita. Mr. Quiroz had gone to the expense of installing audio/visual equipment that can be used for business presentations, closed circuit TV games, and etc. He assures us that he has adequate security to control a crowd of 300, which is the capacity of his building.

The North Riverside Neighborhood Association Board met to discuss Mr. Quiroz's project and after careful consideration, we wish to add our support to him for opening and operating a club on 21<sup>st</sup> St.. We are also in support of his being awarded a dancing permit so he can operate his business in accordance with the city ordinances.

Sincerely,

D. Donovan President  
Claire Wintersberg Treas.  
Shirley Powell Quincy

ASOCIACIÓN DE VECINOS  
**EL PUEBLO**  
NEIGHBORHOOD ASSOCIATION  
2105 N. BROADWAY, WICHITA, KS 67214

Phone: 316-267-6359  
Fax: 316-267-6354  
Email: guero7@cox.net

September 25, 2008

We are writing this letter in support of Mr. Mario Quiroz, owner of Frida's Mexican Grill, located at 1580 W. 21st St. N., Wichita, KS 67203. We appreciate the cooperation and friendliness of this business to the El Pueblo Neighborhood Association and community. "Frida's" has opened their doors to various community organizations, and has allowed us to hold meetings there, free of charge and interference.

The esthetics of the restaurant, in its humble beginnings, are that of appreciation and education of the cultural arts. The restaurant was named after Frida Kahlo, a very famous artist from Mexico, wife of Diego Rivera, a muralist. The restaurant walls are hung with some copies of their works. Mr. Quiroz also has brought in a variety of musicians, such as saxophonists, which adds to the diversity and appeal of our community.

The back part of the building has a large space available for social events and other activities which is widely accepted in our predominantly Hispanic and Catholic community. We know that Mr. Quiroz runs a clean business, provides for tight security, and demonstrates a sensitivity to community needs.

We appreciate the fact that Mr. Quiroz has attended our community meetings and has made himself available and accountable to our large neighborhood of residents and other business, along the west 21st St. N. corridor.

El Pueblo Neighborhood Association is in favor of Frida's Mexican Grill in getting a conditional use to the community unity plan and extends a big welcome to Mr. Quiroz with best wishes for success in his business.

Thank you for your time and attention.

Sincerely,  
*Alejandro Calderon*

Alejandro Calderon, President  
(316) 640-5387—Cell  
guero7@cox.net

Neighborhood diversity is power / La diversidad en el vecindario es poder

01/19/09

To Whom It May Concern:

It has been brought to my attention as a member of the North Riverside Neighborhood Association that there was a letter recently written endorsement given to the City of Wichita Metropolitan Planning commission by our President and two other members concerning their feelings about Mr. Mario Quiroz and the proposed amendment that would allow for a nightclub/drinking establishment at 1570 W. 21<sup>st</sup> street north, with a capacity of 300 people. By signing this protest letter I am stating that I am part of the North Riverside Neighborhood Association and that I do not agreed to the proposed amendment and protest having a nightclub/drinking establishment at 1570 W. 21<sup>st</sup> Street north. This is not an appropriate location for a nightclub/drinking establishment and regardless of anyone's personal feelings about Mr. Quiroz should not be allowed in and would be detrimental to this residential neighborhood.

Name

Address

Phone

Melinda Bedwin 1848 N Payne Ave 316-941-9370

Daniel Benson 1848 N Payne Ave 316-941-9370

Barbara H Tabata 1754 N Payne Ave 260 6596

Rosanne Carter 1822 N Porter Ave 351-7326

January 20, 2009

To Whom it May Concern;

As a Christian Community,  
we are not in favor of business  
that involved alcohol or night clubs.  
Our message to the people is to  
stop practicing that life style. As  
a religious community we do not  
support that kind of business.  
We do support hispanic business  
that are allowed by the city such  
like Clothing stores, Restaurants or  
any other business that there is  
no alcohol involved.

Sorry for any misunderstanding  
but we do not support any  
negative life style.

Sincerely,  
Pastor Juan Larin

God Bless You.



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## INTEROFFICE MEMORANDUM

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**TO:** MAPC Members  
**FROM:** Terri Dozal, Neighborhood Assistant, District 6  
**SUBJECT:** **CUP2008-00052 1570 W 21ST ST N** DP-18 Amendment #3 to allow a night club/drinking establishment on property zoned LC Limited Commercial generally located north of 21st Street North and East of Somerset Avenue.  
**DATE:** January 7, 2009

On Monday, January 5, 2009 the District 6 Advisory Board (DAB) considered a DP-18 Amendment #3 to allow a night club/drinking establishment on property zoned LC Limited Commercial generally located north of 21st Street North and East of Somerset Avenue. The members were provided the MAPD staff report for review prior to the meeting. *Jess McNeely*, Planner presented the case background and reviewed the staff recommendation with members and the public.

The Board asked the following questions/comments:

- What is the correct address of the location?
- Was a notification sign posted as I don't see one.
- What about the parking for the supermarket, where is it to be?
- How do you intend to isolate the parking?
- Will this CUP request stay with the property?
- This is not in compliance with the *Comprehensive Plan* as the distance requirements are not met.
- What are the owner's plans for security and training them?
- Will this club be connected to the restaurant and will it be non-smoking?
- I suggest you cut the parking along Somerset.
- Very impressed the owner has worked with the neighborhoods for their support

One member of the public spoke in opposition of the request.

Seven public members spoke in favor of the request stating:

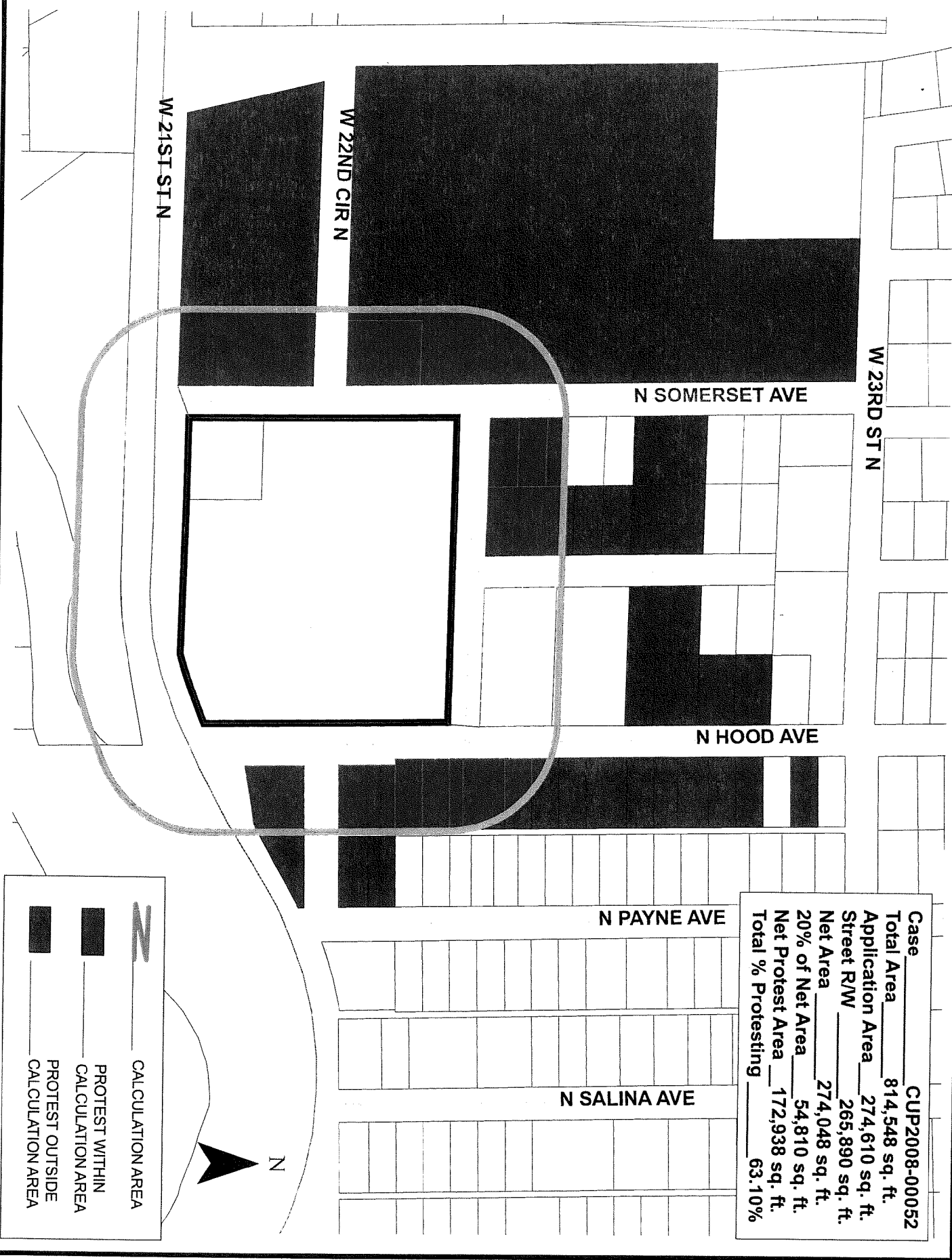
- Support for small businesses.
- Family/community oriented business.
- Will coordinate safety efforts with police.
- The owner already has a flourishing business for the past 10 years.
- The business brings Hispanic pride to the community.

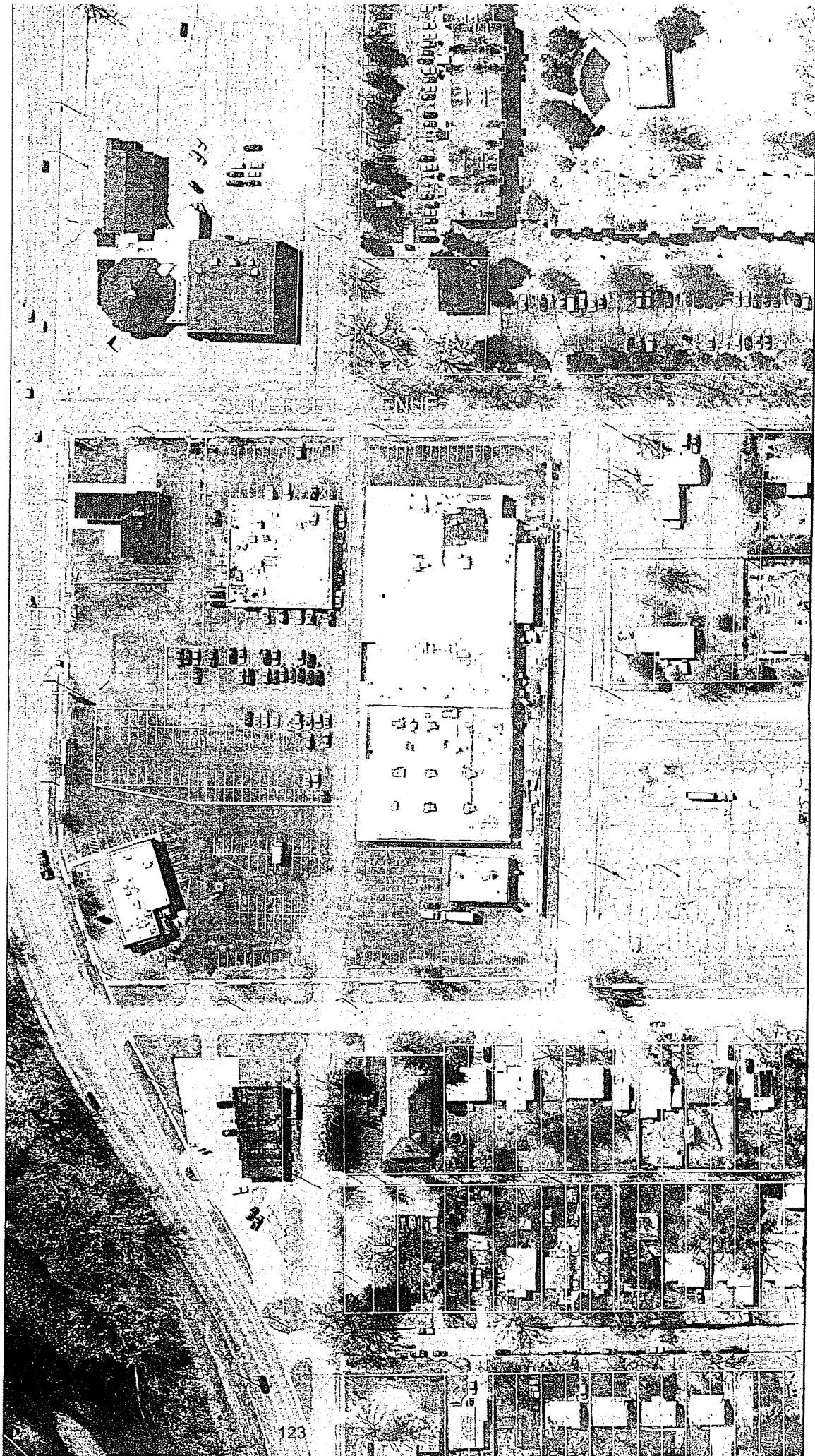
\*\*\*\***Action:** The DAB VI members made a motion to recommend to City Council Approval (10-0) of the request based on staff recommendations.

Please review this information when **CUP2008-00052(DP-18)** is considered.

mtd

Case	CUP2008-00052
Total Area	814,548 sq. ft.
Application Area	274,610 sq. ft.
Street R/W	265,890 sq. ft.
Net Area	274,048 sq. ft.
20% of Net Area	54,810 sq. ft.
Net Protest Area	172,938 sq. ft.
Total % Protesting	63.10%





**AERIAL EXHIBIT**  
**RIVER BEND SHOPPING CENTER C.U.P. AMENDMENT**  
**CUP2008-52**



February 4, 2009

Re: DP18 Amendment #3, CUP2008-52

Dear Mayor Brewer and Council Members,

I am the District Manager for Twin Rivers Apartments located at 2305 North Somerset in Wichita. We have become concerned about the current attempt to gain authority to operate a drinking establishment/nightclub in the shopping center located across the street from out apartments. Our concern about the nightclub stems from concern about our residents' safety and quiet enjoyment of their living quarters, as well as, the potential diminution in value of our property.

I just received notice of the MAPC meeting from our corporate office on the day before it was to occur. I also understand the sign required to be posted for 13 days prior to the hearing was only placed, if at all, for a very short period of time. As a result, I was not prepared to fully expound on the reasons why our ownership is opposed to the operation of a nightclub so close to our 230 unit multi-family housing property. Additionally, the allotted time of 5 minutes to address the MAPC is not enough to meaningfully communicate all of our concerns. I did produce pictures of extreme amounts of graffiti located on the wall behind the building that has applied for this amendment. This was discounted because "graffiti is a problem everywhere". I disagree with that because the graffiti was taken from the property of the same owner who is asking to be allowed to operate a nightclub/drinking establishment when clearly the owners cannot properly maintain their property as it is.

In reviewing the information in the staff report on this application and in hearing the statements of the applicant at the MAPC hearing, I began to question why a minister of the church that had an alcohol rehabilitation program across the street from the proposed nightclub location would be in favor of the application. Since his phone number was listed at the bottom of his letter of recommendation, I called him. To my surprise, he told me that he was totally against drinking and the establishment of new nightclubs, and that he did not know that his letter would be used to promote a nightclub. I also learned that he is not currently a Pastor of the church that is across the street from the proposed nightclub. He prepared and signed a letter clarifying his position in opposition any business involved in selling alcohol or operating nightclubs, a copy of which is enclosed.

In reviewing the Minutes of the MAPC meeting, it is reported that one member asked a question about the proximity of the Church to the proposed nightclub location and was advised that it was within 200 feet of the CUP. This question was immediately followed by the agent for the applicant who stated that the MAPC agenda "included a letter of support from the Church." Later, the applicant stated "that he has the support of the WPD, the surrounding neighborhood

Associations and the church. After talking with the WPD North station I was told that their department would not take a public stance on this and that there must have been a misunderstanding.

I then contacted the minister of Breakthrough Ministries (the next door), Rev. Henry Foster, who told me that he opposed the operation of a nightclub across the street from his church and alcohol rehabilitation program. He then signed a formal protest petition stating his opposition to the proposed change in the CUP. He has also assured me that he will make every effort to appear at the City Council meeting on February 10<sup>th</sup>, 2009 and can clarify that his church never gave their support and that statements to that effect were indeed false.

Also attached to the Staff Report submitted to the MAPC were several letters from neighborhood associations, one of which was the North Riverside Neighborhood Association. We also have an apartment complex near Twin Lakes in North Riverside, and I know the North Riverside association had been vocal in their opposition to a nightclub at the River Bend Shopping Center four years ago. Our Twin Lakes Manager called the Vice President of the association to inquire about their support for the nightclub. He said he had no knowledge of the letter, and certainly is opposed to the new nightclub application. I attended the next meeting of the North Riverside Neighborhood Association held on January 19, 2009, and discussed with them this application. Two of the three persons who signed the letter were at this meeting and one of them said that they had discussed the application at their November, 2008, meeting when Mario Quiroz was present and no one opposed it at that time, so they approved the letter. I should point out that there was no notice of the fact that this nightclub application was going to be discussed at that meeting so interested parties could attend and speak about it. I should further point out that the letter signed by this association was dated September 26, 2008, within the same two week time period of all the dated letters included in the Staff Report. The letter also does not state that the entire association met to discuss the nightclub, only the association Board, of which the Vice President, who had no knowledge of such a meeting, is a member. At the January 19<sup>th</sup> meeting, I gave any interested person the opportunity to sign a statement indicating their opposition to a nightclub being allowed at the River Bend Shopping Center, and four association members signed such a statement which is also enclosed.

In checking with the Kansas Secretary of State's office, it has been determined that none of the three neighborhood associations signing letters that were attached to the Staff Report were authorized to do business in the State of Kansas at the time each letter was signed and when the letters were presented to the MAPC. The El Pueblo Neighborhood Association's charter was forfeited on September 15, 2008; the 21<sup>st</sup> Street Business Association's charter was forfeited on July 15, 2008; and the North Riverside Neighborhood Association's charter was forfeited on September 15, 2002.

It appears that the only justification for the support of a nightclub application at this time as opposed to the similar application four years ago is the location of the proposed nightclub within the shopping center. The previous plan called for the nightclub location to be on the east side of the center closer to single family homes, whereas the current plan calls for the nightclub to be on the west side of the center closer to the church and our 230 apartment units. The parking for the current club is at the street across from the church and our apartments, as well as, encompassing the majority of the remaining shopping center parking at the core of the center. The result is that the problems that were identified during the hearings on the application four years ago will now be moved to the other side of the center if this application is approved. The problems are inherent with nightclubs and will not go away. Our concern is not so much what goes on inside the nightclub, but what goes on outside the nightclub. Many of the patrons leaving the club at late hours will be driving the streets through the neighborhood, some in an inebriated condition, some feeling the need to immediately empty their bladder, and, unfortunately, some who will carry their disagreement with another patron into the neighborhood often resulting in fights, gunshots, and sometimes even death. These are some of the reasons nightclubs are not allowed within 200 feet of residential neighborhoods and churches.

There has been no showing in this application of how our neighborhood will be protected from the detrimental effects that will be brought into it by the approval of a nightclub in the River Bend Shopping Center. Nothing has changed in that regard from the application of four years ago. In fact, this application actually makes the situation worse. The application four years ago was for the operation of a nightclub two Saturday nights a month. According to City figures, 18.19% of the neighbors within 200 feet of the application area protested the change. I understand the former application immediately followed about seven years of having a nightclub operating without legal authority at the shopping center, and so the detrimental effects of its operation were fresh in the minds of the neighbors and the City.

This current application requests the operation of a nightclub every night of the month, and has been protested by 63.10% of the neighbors within 200 feet of the application area (the only reason this is not a higher percentage is that one of the large parcels is owned by the same owner as that of the applicant). The current proposed use is much more intense than four years ago, and has almost three and a half times more neighbors protesting than four years ago. I submit to you that the reason for such an increase in neighborhood protests is a result of the neighborhood having experienced the calm and quiet of living without the detrimental effects of the nightclub for the last four years, and they do not want to see that changed now.

The current Staff Report stated that "this application has generated only one phone call in opposition, possibly demonstrating neighborhood acceptance of this proposal." I did not see any mention in the notice of this application sent to area residents that their opposition should be voiced in the form of a phone call to the planning department. I submit that to indicate that the lack of phone calls in opposition to this application is a misrepresentation to the MAPC of the true

status of the mood of the neighborhood. I also submit to you that the notice that was sent to area residents and land owners was only written in the English language which from my understanding excluded many of them from fully understanding the information that was being disseminated. That is unfair to in an area where many of the residents have limited English proficiency.

In conclusion, it is our opinion that there has been false information distributed to the District Advisory Board and the MAPC in regard to this application that resulted in an incomplete hearing and quite possibly influenced their decision to support the amendment to the River Bend Shopping Center CUP. Additionally, due to the lack of signage indicating zoning matter was being considered at the shopping center, and the English only notice to the neighborhood, it is our opinion that many residents did not get the opportunity to appear and personally relate to these bodies their true feelings about this proposed change, thus preventing these bodies from having complete hearings. We are asking that you deny the request for a CUP amendment to allow a nightclub/drinking establishment at 1580 W. 21<sup>st</sup> Street based on the basis of the overwhelming number of protests in the area, the misrepresented information, and the failure to post the proper signage for the required amount of time. At the very least if you will not deny this request please hold a public hearing on this application and allow the neighbors to appear before you and tell you of their personal experiences with nightclubs at the shopping center. I understand and appreciate that the council is very busy taking care of our great city and that in the overall picture this is a small issue, however, to those who live in this area the decision you all make concerning this request will have long term effects on their quality of life, their children's quality of life, and all of our property values. Only after hearing their testimonies of the turmoil that this location with the same owner has caused in the past will you truly get a feel for the will of the neighbors and the impact such a nightclub will have on their lives and families.

Thank you for your consideration of these matters.

Regards,

*Brandy L. Alcorn*

Brandy L. Alcorn, ARM

District Residential Manager,

Weigand-Omega Management Inc.

316-263-2215

January 20, 2009

To Whom it May Concern:

As a Christian Community, we are not in favor of businesses that are involved in night clubs. Our message to the people is to stop practicing that life style. As a religious community we do not support that kind of business. We also support Hispanic businesses that are abroad, buy the city such like clothing stores, restaurants as any other business that there is no alcohol involved.

We are any understanding that we do not support any negative life style.

Sincerely,  
Pastor Juan Juan

God Bless You

01/19/09

To Whom It May Concern:

It has been brought to my attention as a member of the North Riverside Neighborhood Association that there was a letter recently written endorsement given to the City of Wichita Metropolitan Planning commission by our President and two other members concerning their feelings about Mr. Mario Quiroz and the proposed amendment that would allow for a nightclub/drinking establishment at 1570 W. 21<sup>st</sup> street north, with a capacity of 300 people. By signing this protest letter I am stating that I am part of the North Riverside Neighborhood Association and that I do not agreed to the proposed amendment and protest having a nightclub/drinking establishment at 1570 W. 21<sup>st</sup> Street north. This is not an appropriate location for a nightclub/drinking establishment and regardless of anyone's personal feelings about Mr. Quiroz should not be allowed in and would be detrimental to this residential neighborhood.

Name	Address	Phone
Orlando Esquivel	1849 N Payne Ave	316-941-9370
Daniel Bonson	1848 N Payne Ave	316-941-9370
Barbara Hilde	1754 N Payne Ave	266 6596
Joanne Carter	1822 N Payne Ave	351-7324

2 Feb 2009

TO THE CITY COUNCIL OF WICHITA

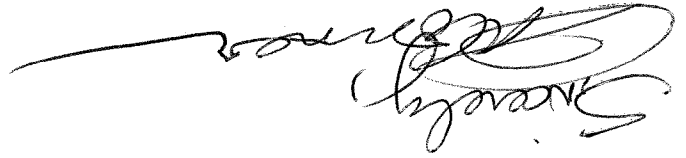
Dear Council Members:

Less than one year ago I moved to 2302 N. Hood which is directly across the street from Fridays. This organization now plans to open a nightclub, this will definitely add noise and congestion to my neighborhood and possibly create an atmosphere for crime.

Since they need approval to change the zoning, please consider the following:

1. Weren't there good reasons for restricted zoning in this neighborhood?
2. What do you envision when you think of a nightclub? Would you want to live next to one?
3. After speaking with former residents of this area, I learned that legal or illegal clubs operated in this shopping center several years ago. During that time there was constant noise, public urinations and gunshots.

Please do not lift the restriction!

Sincerely,  


PAGE CONNER  
2302 N. HOOD  
WICHITA, KS 67204

# LAW OFFICES OF BLASE & BLASE

Attorneys at Law  
2302 North Hood  
Wichita, Kansas 67204  
Tel: (316) 993-7733

ALBERT H. BLASE (1907 - 1988)  
ROBERT E. BLASE (1909 - 1988)

February 4, 2009

Mayor Brewer and City Council Members  
City of Wichita  
455 North Main, 1<sup>st</sup> Floor  
Wichita, KS 67202

Re: CUP2008-52  
DP18 Amendment #3

Dear Mayor Brewer and Council Members Fearey,  
Gray, Longwell, Schlapp, Skelton, and Williams,

I spoke at the MAPC hearing in opposition to the above referenced CUP amendment. Being mindful of the policy considerations contained in City Council Policy #9, I will limit my comments to new evidence and arguments about the completeness of the prior hearings.

In terms of new evidence, the reason for these comments not being made at the MAPC hearing is the requirement that all comments from interested parties not the applicant be limited to five minutes. With the magnitude of the implications from allowing a nightclub in the River Bend Shopping Center CUP area, it was impossible to convey all information within the five minute time frame.

The first new evidence to the Council is the information that was left out of the Minutes of the MAPC meeting whereat I quoted the comments of Rosalee Bradley, former President of the North Riverside Neighborhood Association, contained in the Minutes of the MAPC meeting hearing the prior nightclub amendment on October 7, 2004. Just before I said, "over consumption of alcohol and consumption of alcohol outside the building . . .", which are reported in the current Minutes, I said, quoting Rosalee Bradley, "my neighborhood has a long history of dealing with fights, gun fights, with people getting killed, disorderly conduct, over consumption . . .". Why would reference to the most egregious conduct be left out of the current Minutes?

At the October 7, 2004, hearing, Gerardo Valenciana played a video he shot from the porch of his house at 2320 North Hood that depicted people urinating in the street and other disorderly conduct as well as the sounds of gunshots. That activity terminated after the illegal nightclub previously operating at the shopping center was shut down over four years ago. The neighborhood does not want it to start up again. Since that video tape is retained in the "permanent record" of the MAPC hearing on the former amendment application, I request that you ask to see it and get a first hand look at what the neighborhood had to suffer when a nightclub operated at the shopping center.

When Emma Jaso re-roofed her house two years ago, she reported to me, the roofers found bullet fragments on her roof that is adjacent to the parking lot to the north of the shopping center. She said that when the nightclub was operating, she could not let small children out of her house in the summertime to play in the yard because of the nightclub activity in the neighborhood. Mrs. Jaso could not attend the DAB meeting since she does not drive at night. Consequently, she calling the planning department to voice her opposition to the nightclub. She told me the from the MAPC of the planner she spoke with, she understood there would be no use of her going to the MAPC meeting since this application was sure to be approved, and she did not go. She gladly signed a protest petition, and if public comment is allowed at your council meeting, she will definitely appear and impart to you the insight she has gained by living through the prior nightclub experience.

Also in the Minutes of the MAPC hearing on January 22, 2009, it is stated that Jess McNeely reported that at the DAB VI meeting that considered this amendment application, "one neighbor spoke against the request." Jess McNeely was at that DAB meeting. He must have mis-remembered the events of that meeting. I was at that meeting also, and I spoke against the request as did Page Conner, a resident living closest to the proposed nightclub on Hood Street. It is interesting to note also that Terri Dozal, Neighborhood Assistant, District 6, who wrote an Interoffice Memorandum to the MAPC Members, also mis-remembered the speakers at that meeting. She reported that "one member of the public spoke in opposition to the request" without quoting any of the negative points made by the speakers. She then reported that "seven public members spoke in favor of the request" and then listed 5 positive points they made, none of which offered to ameliorate the deleterious effects a nightclub will have on the neighborhood. The memorandum is further misleading by failing to state that two of the "public members" were the agent of the proposed nightclub operator and the proposed nightclub operator. The correct tally of the speakers is that two people who live and work inside the 200 feet protest area spoke against the application, four people who live outside the neighborhood, one of whom lives in Topeka, spoke in favor, and two interested parties, one of whom was paid to speak, spoke in favor of their own application.

The end result of the DAB meeting was that the members were influenced by the alleged support for the application by the Church across the street and the letters from the neighborhood associations. In fact, the Church across the street never ever gave any kind of approval to the application and has signed a protest petition. The letter attempted to be passed off as coming from the Church was signed by a Pastor in another Church who did not know that his letter was being used to promote a nightclub. He has since written a letter stating that he is staunchly opposed to alcohol and nightclubs in any location.

The background information contained in the Staff Report for this application is further misleading in that it states that "in 2004, a different applicant requested an amendment to this same CUP for a drinking establishment and nightclub. . . ." It also lists Mario Quiroz as the current applicant. Section V-E.2 and Section V-E.13 each state that the applicant for a CUP and a CUP amendment must be the property owner. Mario Quiroz does not own the subject property. The owner of the property, the applicant, is the same owner who submitted the application in 2004. This is the same owner that allowed an illegal nightclub to operate on his premises for seven years until neighborhood opposition and City action forced it to stop over four years ago. This is the same owner who disrespects the neighborhood by allowing graffiti to adorn the walls of the concrete

block screening wall along almost the entire north property line along 22<sup>nd</sup> Street between Hood and Somerset. This is the same owner who continues to disrespect the neighborhood by ignoring the requirements of the CUP that state that the length of the property boundary of the parking lot on Hood and Garland Streets be fenced with at least a three foot high fence.

This is the same owner who has apparently subdivided space within the shopping center without the requisite City permits for such reconstruction, as Central Inspection was unable to show me any spaces now has a lighted sign announcing it as an "Activities Center" in which activities are conducted which appear to be very similar in nature to those suggested to be conducted in the proposed nightclub space. Quite often these activities fill the available parking spaces that the application for the nightclub asserts are allocated to nightclub parking. Where will the Activities Center parking go if the nightclub is approved? Out onto Hood Street or even into the unfenced overflow parking area north of 22<sup>nd</sup> Street. The City does not appear to have a plan for parking for the Activities Center that allocates a fixed number of parking spaces for the Activities Center use.

Further mis-information conveyed to the DAB and MAPC came from the proposed operator of the proposed nightclub, Mario Quiroz. He stated to the DAB that he had talked to the neighbors. He told the MAPC that "he had the support of the WPD, the surrounding neighborhood associations and the church, and that he has done his homework and talked to people and opened doors in support of his project." First, I am not aware that the WPD would ever be authorized to support any nightclub project, or any other private project for that matter. They may work with an operator to try to improve a bad situation, but I would not go so far as to say they support the project. The fact is, he did not have the support of the Church under any stretch of one's imagination. The neighborhood associations who signed letters apparently did so without advertising any meeting for the purpose of discussing the nightclub and soliciting comments and opinions of actual neighbors. In fact, the person who signed the 21<sup>st</sup> Street Business Association letter is also the Resident Agent of the El Pueblo Neighborhood Association who also submitted a letter. I have spoken to about twenty residents of the single family houses in the 2300 block of North Hood, and none of them were contacted by Mario Quiroz to inquire as to their views of a nightclub re-opening at the shopping center. Most of them were not even aware that a nightclub was again proposed.

The findings upon which the recommendation in favor of the current application is based are essentially the same as the findings upon which the recommendation opposing the application of four years ago was based. The only real substantive difference is the affirmative statement contained in Finding No. 1, The Zoning, uses and character of the neighborhood, which states:

"If the request is limited to the proposed conditions, a neighborhood scale nightclub buffered from single-family residences could be compatible with the surrounding neighborhood."

Yet this current finding fails to address the compatibility of a nightclub with the adjacent Church that operates an alcohol rehabilitation program less than 75 feet from the proposed nightclub's parking. And, what happens if the nightclub is not compatible with the surrounding neighborhood?

The following language found in Finding No. 2, The suitability of the subject property for the uses

to which it has been restricted, of the former recommendation was omitted from the current one:

"Approval of this request would introduce a more intense use that is not appropriate given the application areas proximities to residences (less than 100 feet) and a church (approximately 300 feet), and the parking for the proposed use (adjacent to single-family homes):"

The more intense proposed use in the current application is still not appropriate given its proximity to the Church (less than 100 feet), multi-family living units (less than 100 feet), and single-family homes (less than 275 feet).

In Finding No. 3, Extent to which removal of the restrictions will detrimentally affect nearby property, the language, "... which could lead to a loss of enjoyment and value by surrounding properties" was replaced with "[t]he requested CUP amendment would generate traffic at later hours than the current restaurant use." Both of these statements are true, and there was no objective reason to omit the language from the former finding.

Finding No. 4, Relative gain to the public health, safety and welfare as compared to the loss of value or the hardship proposed upon the applicant, contained in the Minutes of the hearing of October 7, 2004, was completely omitted from the current findings. That omitted finding stated,

"Denial would presumable (sic) cause the applicant an economic loss while continuing some level of protection for the nearby residences and businesses."

There has been no reason stated, nor was there any discussion at the MAPC hearing, concerning the reason for the omission of this finding. It is this level of protection for the nearby residences and businesses that the restriction concerning location of a nightclub within 200 feet of the same was intended to provide. How can a decision now be made to withdraw that protection without some consideration of the effect that withdrawal will have on the people it was intended to protect?

While the Staff Report paid lip service to Objective II.B of the Comprehensive Plan in Finding No. 5, Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies, the strategy that states, "there is a need to evaluate the effectiveness of regulations aimed at reducing or preventing the detrimental impacts of land uses that produce excessive odors, noise or safety hazards upon residential areas" was totally ignored. The portion of that strategy of concern to the neighborhood is the noise and safety hazards a nightclub will create. History has shown that nightclubs create those kinds of problems. Information available at the hearing on the former application, in the Public Services section of the Staff Report, showed a total of 54 police calls to respond to incidents occurring at the shopping center in an 18 month period during which a nightclub operated there. Information about recent police reports at the shopping center was conspicuously missing from the same section of the current Staff Report. Why? I submit that such information would have shown a drastic reduction in police activity at the center since the nightclub operation was closed down. It is precisely that relative peace and tranquility that the neighborhood desires to retain, and the MAPC apparently failed to consider.

In regard to arguments about the completeness of the prior hearings, I would re-assess the points

Previously made about mis-information that was disseminated to the DAB and MAPC. In addition, the notification process was flawed. Written notices were sent to area residents written in English. However, many area residents are Hispanic and are not bilingual. The sign that is required to be posted on the subject property for 13 days prior to the MAPC hearing was not posted for the required amount of time. The fact that the sign had been missing was brought to the attention of the agent for the proposed nightclub operator at the DAB meeting, and yet the sign was not replaced prior to the MAPC hearing three days later.

One other glaring defect in the completeness of the hearing is the calculation of area of the proposed amendment. The application for amendment calls for an amendment to DP-18, the River Bend Shopping Center Amended Community Unit Plan. DP-18 consists of four identified parcels. The area calculated for the amendment only includes Parcel 1, Parcel 2 and Parcel 3. Parcel 4, consisting of 67,450 square feet, is left out of the calculation. Consequently, that area surrounding Parcel 4 appears to be left out of the notice area. Also, Parcel 4 is not included in the application area and, therefore, is included in the net area to determine the percentage of protest. The result is a lower percentage protest than actually exists. While these erroneous figures do show that 63.10% of property owners within the 200 feet protested, correct figures would place that percentage at over 88% of property owners within 200 feet, and would include Mrs. Jaso whose property is adjacent to Parcel 4.

At the MAPC hearing on January 22, 2009, Commissioner M.S. Mitchell made the statement that "he doesn't want to see zoning cases decided on a popularity contest and that is exactly what went on [at the DAB meeting]." Yet, by the same token, that same popularity contest standard appears to be exactly why the MAPC voted in favor of this application. All of the letters of support for the application specifically refer to Mario Quiroz and his operation of a restaurant, not a nightclub. In fact, if Mario Quiroz has any experience whatsoever operating a nightclub, that information was never conveyed at the DAB meeting or the MAPC hearing. Nor was he ever asked about his nightclub operation experience. I would suspect that he does not have such experience. Yet the only speaker at the MAPC hearing in favor of the application outside of the proposed operator of the nightclub and his agent, was the President of North Riverside Neighborhood Association, who had also signed one of the letters, and she who stated, "... she would like to see this higher class club opened in the neighborhood rather than to wait for the next person to open a 'hip hop' joint." What she evidently fails to understand is that if this application is approved, there is no possible way to stop that "hip hop joint" from operating at the shopping center. Her support of this application, and I suspect the similar support of the other associations, stems from the type of operation Mario Quiroz envisions and has articulated for his nightclub, not the reversion to type of operation that manifested itself in the operation of nightclubs at the shopping center in the past. Yet, there is no condition contained in the recommended approval that would insure that the nightclub operated in this CUP, if approved, be that "high class club".

The limitation imposed in the recommended approval is that the nightclub be attached to and under the same ownership as a restaurant. Such limitation does nothing to insure the character of the nightclub. All that restriction means is that the nightclub is required to maintain separate books from the food sales. That way the food sales, while perhaps only amounting to 10% of the aggregate sales made in the building, would still account for over 50% of the "restaurant" sales so it will still fit within the definition of a "restaurant." The tie to a restaurant does not insure that the

Mayor Brewer and City Council Members  
February 4, 2009  
Page Six

neighborhood will be free from the detrimental effects that a nightclub historically causes.

So, too, the size limitation does not protect and preserve the neighborhood. All it takes is one person to fire a gun to present a safety issue. I have picked up bullet casings from the parking lot at my building across the street from the former nightclub. I do not want to experience that again for myself or the tenants in the office building. One tenant is a former Sheriff's Deputy who is now a real estate agent who told me he did not feel safe conducting business at night when the nightclub was operating. News reports from five years ago state that 10 people cornered 3 police officers outside the former nightclub resulting a crowd of 150 people, many of whom were throwing bottles. Two police officers were hospitalized. How does limiting the number of people in the nightclub to 300 protect the neighborhood?


One of the requirements placed on the nightclub in the recommended conditions is that it "shall be responsible to enforce the designated parking area, and shall conform to all other codes and regulations." What happens if it does not do so? What provision is there to rescind the approval for a nightclub in this CUP if the conditions imposed are not followed? Why not impose additional condition(s) that insure the peace and tranquility of the neighborhood? The Wichita-Sedgwick County Uniform Zoning Code at Section V-E.7 and V-E.13 allow the governing body to approve an application with conditions or modifications. If this Council is considering approval of this application, why not impose conditions on the operation of the nightclub, that are applicable regardless of who is actually operating the nightclub, which conditions allow the CUP amendment to be rescinded if the nightclub does not meet the standard. Such conditions would be designed to reduce or prevent the detrimental impacts of a nightclub use that produces excessive noise or safety concerns. There is nothing in the Uniform Zoning Code that would prohibit the imposition of such conditions.

The passage of time has only shown how the neighborhood can improve without a nightclub. It has not shown how the neighborhood has changed to now be suited for a nightclub. A close review of the facts clearly shows that the location of a nightclub anywhere within in the River Bend Shopping Center CUP will be detrimental to the residential and business neighborhood the zoning restrictions were enacted to protect. Zoning runs with the land, not the owner or operator. Please make a decision now to deny this application and protect the character of the neighborhood for the foreseeable future, and not one that will come back to haunt us through untenable living conditions that will result in the deterioration of our neighborhood.

Thank you for your careful attention to this important issue that affects so many people.

Sincerely,

LAW OFFICES OF BLASE & BLASE

  
Henry H. Blase

HHB/bb

cc: John Schlegel, Director of Planning

City of Wichita  
City Council Meeting  
February 10, 2009

**TO:** Mayor and City Council

**SUBJECT:** ZON2008-00071 – City zone change from TF-3 Two-family Residential (“TF-3”) and GO General Office (“GO”) to LC Limited Commercial (“LC”) subject to a Protective Overlay; generally located south and west of the intersection of Central Avenue and Oliver Street. (District II)

**INITIATED BY:** Metropolitan Area Planning Department

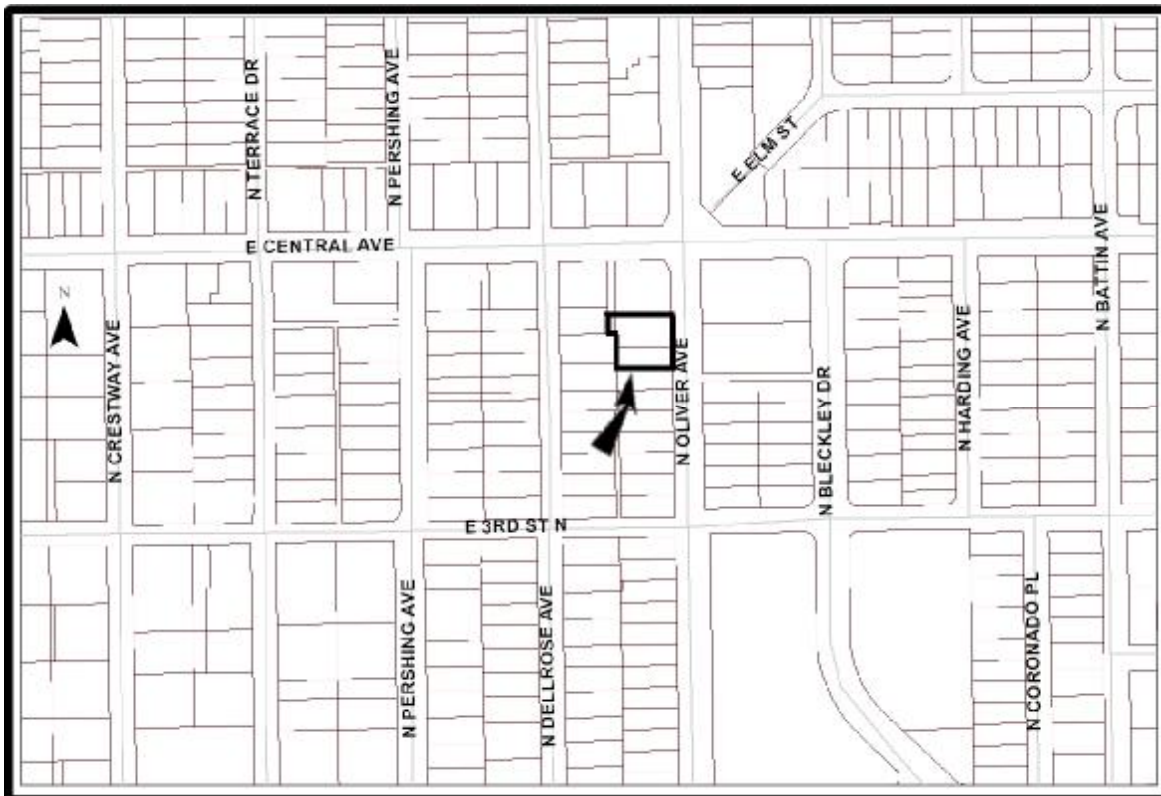
**AGENDA:** Planning (Consent)

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**DAB II Recommendation:** Approve, per planning staff recommendations, with a Protective Overlay, not requiring the dedication of right-of-way along Oliver and Central and an addition to the Protective Overlay prohibiting payday loan stores, vote (10-0)

**MAPC Recommendation:** Approve, subject to staff recommendations, with Protective Overlay #229, except the dedication of right-of-way along Oliver and Central, vote (9-0)

**MAPD Staff Recommendation:** Approve, with a Protective Overlay



**Background:** The applicant is requesting a zone change from GO General Office (“GO”) and TF-3 Two-family Residential (“TF-3”) (Lots 12, 14, 16, 18, 20, on Oliver Avenue, the east 18.75 feet of lot 11 and the east 18.75 feet and north 20 feet of Lot 13, on Dellrose Avenue, all in East Lawn Addition, Wichita, Sedgwick County, Kansas) to LC Limited Commercial (“LC”). The application area contains approximately 0.50 acre with 125 feet of frontage located along Oliver Street, less than one block south of Central Avenue. The subject site is currently developed as a parking lot serving the retail use abutting the north side of the application area.

The site is developed as a parking lot; the entire lot is paved and used for parking and traffic circulation for the businesses that abuts the site to the north. There are approximately thirty parking stalls, with what appears to be one handicap accessible stall located at the rear of the building.

Properties west of the site, across an alley, are zoned SF-5 Single-family Residential and TF-3 and are developed with single-family residences and office uses. Property owned by the applicant, zoned LC, abuts the north side of the application area and is developed with retail uses. Property to the south is zoned TF-3 and is developed with single-family residential uses. The property east of the subjects site, across Oliver Street, is zoned LC and is developed with office and retail uses.

Any development on the subject property will be required to meet access management regulations, all compatibility setbacks, height, noise and design standards, landscaping, screening and any other applicable codes and development standards.

**Analysis:** At the DAB II meeting held on January 5, 2009, the DAB voted (10-0) to recommend approval per planning staff recommendations, with a Protective Overlay, not requiring the dedication of right-of-way along Oliver and Central and an addition to the Protective Overlay prohibiting payday loan stores from operating at the site. One citizen had a general question on the application, but was not in opposition to the request.

At the MAPC meeting held January 8, 2009, the MAPC voted (9-0) to recommend approval of the request for LC zoning subject to staff recommendations, Protective Overlay #229 with the recommended provisions stated below and not requiring the dedication of right-of-way along Oliver and Central.

- 1) Building signs are not allowed to face towards the south and west property lines.
- 2) Portable, billboards and off-site signs are not permitted.

There were no citizens who spoke on the case.

**Financial Considerations:** None.

**Goal Impact:** Promote Economic Vitality

**Legal Considerations:** The ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:**

1. Adopt the findings of the MAPC, approve the zone change with a Protective Overlay and place the ordinance on first reading; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission’s recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

ORDINANCE NO. 48-187

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2008-00071**

Zone change request from TF-3 Two-family Residential ("TF-3") and GO General Office ("GO") to LC Limited Commercial ("LC") subject to Protective Overlay #229 on properties described as:

The East 18.75 feet of Lots 1, 3, 5, 7, 9 and 11 and the East 18.75' of the North 20 feet of Lot 13, on Dellrose Avenue AND Lots 2, 4, 6, 8, 20, 13, 14, 16, 18 and 20, on Oliver Avenue, all in East Lawn Second Addition to Wichita, Kansas, Sedgwick County, Kansas EXCEPT Beginning at the Northeast corner of Lot 2, on Oliver Avenue, East Lawn Second Addition to Wichita, Kansas, Sedgwick County, Kansas; thence S 00 degrees 56'58" E, 25.00 feet along the East line of said Lot 2, said Addition; thence N 27 degrees 08'33" W, 27.51 feet to a point lying on the North line of said Lot 2; thence N 88 degrees 56'12" E, 12.50 feet along said North line to the point of beginning; generally located south and west of the intersection of Central Avenue and Oliver Street.

**SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #229:**

- 1) Building signs are not allowed to face towards the south and west property lines.
- 2) Portable, billboards and off-site signs are not permitted.

**SECTION 2.** That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED this 24 day of February, 2009.**

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



## INTEROFFICE MEMORANDUM

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**TO:** MAPC Members

**FROM:** Antione Sherfield, Neighborhood Assistant, District II

**SUBJECT:** **ZON2008-00071: City zone change from TF-3 Two-Family Residential and GO General Office to LC Limited Commercial, generally located south of Central Avenue, on the west side of Oliver Street.**

**DATE:** January 5, 2009

On Monday, January 5, 2009, the District II Advisory Board considered a City zone from TF-3 Two-Family Residential and GO General Office to LC Limited Commercial, generally located south of Central Avenue, on the west side of Oliver Street.

The applicant is requesting a zone change from GO General Office ("GO") and TF-3 Two-family Residential ("TF-3") (Lots 12, 14, 16, 18, 20, on Oliver Avenue, and the east 18.75 feet of lot 11 and the east 18.75 feet and north 20 feet of Lot 13, on Dellrose Avenue, all in East Lawn Addition, Wichita, Sedgwick County, Kansas) to LC Limited Commercial ("LC"). The application area contains approximately 0.50 acre with 125 feet of frontage located along Oliver Street, less than one block south of Central Avenue. The subject site is currently developed as a parking lot serving the retail use abutting the north side of the application area.

The site is developed as a parking lot; the entire lot is paved, and used for parking and traffic circulation for the businesses that abut the site to the north. There are approximately thirty parking stalls, with what appears to be one handicap accessible stall, located at the rear of the building.

Properties west of the site, across an alley, are zoned SF-5 Single-family Residential and TF-3, and are developed with single-family residences and office uses. Property owned by the applicant, zoned LC, abuts the north side of the application area, and is developed with retail uses. Property to the south is zoned TF-3 and is developed with single-family residential uses. The property east of the subjects site, across Oliver Street, is zoned LC and is developed with office and retail uses.

Any development on the subject property will be required to meet access management regulations, all compatibility setback, height, noise and design standards, landscaping, screening and any other applicable codes and development standards.

### ADJACENT ZONING AND LAND USE:

NORTH:	LC	Strip Store
SOUTH:	TF-3	Single-family Residential
EAST:	LC	Strip Store/Office
WEST:	SF-5/TF-3	Office/Single-family Residential

The DAB members voted (10-0) to support the requested zoning changes subject to the contingent dedication of 20-foot of dedication of 30-foot of ROW along the application area's site where it fronts Oliver Street, compliance with the UZC's compatibility setbacks, screening, lighting, access, and landscaping and subject to the provisions of a Protective Overlay.

- 1) Signs are not allowed to face towards the south and west of property lines.
- 2) Portable, billboards and off-site sites are not permitted.
- 3) If rebuilt, don't allow Pay-Day Loan to operate in space.

Antione Sherfield  
Neighborhood Assistant  
District II

## EXCERPT OF JANUARY 8, 2009 MAPC HEARING

**Case No.: ZON2008-71** - W.G. Enterprises, LLC (owner/applicant); W.T. Farha (agent) request city zone change from TF-3 Two-family Residential and GO General Office to LC Limited Commercial on property described as:

The East 18.75 feet of Lots 1, 3, 5, 7, 9 and 11 and the East 18.75' of the North 20 feet of Lot 13, on Dellrose Avenue AND Lots 2, 4, 6, 8, 20, 13, 14, 16, 18 and 20, on Oliver Avenue, all in East Lawn Second Addition to Wichita, Kansas, Sedgwick County, Kansas EXCEPT Beginning at the Northeast corner of Lot 2, on Oliver Avenue, East Lawn Second Addition to Wichita, Kansas, Sedgwick County, Kansas; thence S 00 degrees 56'58" E, 25.00 feet along the East line of said Lot 2, said Addition; thence N 27 degrees 08'33" W, 27.51 feet to a point lying on the North line of said Lot 2; thence N 88 degrees 56'12" E, 12.50 feet along said North line to the point of beginning. Generally located south of Central Avenue, on the west side of Oliver Street.

**BACKGROUND:** The applicant is requesting a zone change from GO General Office ("GO") and TF-3 Two-family Residential ("TF-3") (Lots 12, 14, 16, 18, 20, on Oliver Avenue, and the east 18.75 feet of lot 11 and the east 18.75 feet and north 20 feet of Lot 13, on Dellrose Avenue, all in East Lawn Addition, Wichita, Sedgwick County, Kansas) to LC Limited Commercial ("LC"). The application area contains approximately 0.50 acre with 125 feet of frontage located along Oliver Street, less than one block south of Central Avenue. The subject site is currently developed as a parking lot serving the retail use abutting the north side of the application area.

The site is developed as a parking lot; the entire lot is paved, and used for parking and traffic circulation for the businesses that abut the site to the north. There are approximately thirty parking stalls, with what appears to be one handicap accessible stall, located at the rear of the building.

Properties west of the site, across an alley, are zoned SF-5 Single-family Residential and TF-3, and are developed with single-family residences and office uses. Property owned by the applicant, zoned LC, abuts the north side of the application area, and is developed with retail uses. Property to the south is zoned TF-3 and is developed with single-family residential uses. The property east of the subjects site, across Oliver Street, is zoned LC and is developed with office and retail uses.

Any development on the subject property will be required to meet access management regulations, all compatibility setbacks, height, noise and design standards, landscaping, screening and any other applicable codes and development standards.

**CASE HISTORY:** The subject properties are platted as Lots 12, 14, 16, 18, 20, on Oliver Avenue , and the east 18.75 feet of lot 11 and the east 18.75 feet and north 20 feet of Lot 13, on Dellrose Avenue, East Lawn Addition. The East Lawn Addition was recorded with the Register of Deeds January 12, 1927. In 1958, BZA1-58 was approved for Lots 18 and 20 to allow the operation of a ceramic school or art studio with occasional sales to the general public.

### **ADJACENT ZONING AND LAND USE:**

NORTH:	LC	Strip Store
SOUTH:	TF-3	Single-family Residential
EAST:	LC	Strip Store/Office
WEST:	SF-5/TF-3	Office/Single-family Residential

**PUBLIC SERVICES:** All public services are available at the subject site. Central Avenue is a four-lane principal arterial with 40,801 Average Daily Traffic (ADTs). Oliver Avenue is a four-lane minor arterial with 31,853 ADTs. The subject site currently has access drives off of both Central and Oliver, by virtue of the applicant's ownership.

**CONFORMANCE TO PLANS/POLICIES:** The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies the south part of this site as appropriate for "urban residential" type uses and the north part of the site appropriate for "local commercial" type uses. The "urban residential" category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The "local commercial" category The "Wichita Land Use Guide, as amended "05/26" of the 1999 *Update to the Wichita-Sedgwick County Comprehensive Plan* identifies the application area as appropriate for "local commercial," which reflects the application area's site's development.

The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites be located adjacent to arterials and should have site design features that limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The Unified Zoning Code (UZC) requires compliance with compatibility setbacks between non-residential and residential zoning, lighting, screening, and landscaping. Uses appropriate in the local commercial designation are local in their customer base and include: commercial, office, personal services, medical, auto repair, grocery stores, florist shops, service stations, restaurants and on a limited presence basis mini-storage warehousing and small scale light manufacturing. The requested LC zoning and the uses permitted in it would be classified as "local commercial" by the Guide. However, the subject site is bordered to the north and east, by properties categorized as "local commercial" on the land use guide and commercial and industrial uses are common at major intersections.

**RECOMMENDATION:** The subject site seems to have been used for freestanding retail and parking since the 1960s, the application will bring the area into long overdue compliance. The proposed zone change is in conformance with the recommended Commercial Locational guidelines of the Plan.

Based on these factors, plus the information available prior to the public hearing, staff recommends the request for LC zoning on Lots 12, 14, 16, 18, 20, on Oliver Avenue, and the east 18.75 feet of lot 11 and the east 18.75 feet and north 20 feet of Lot 13, on Dellrose Avenue, all in East Lawn Addition be **APPROVED**, with the contingent dedication of 20-foot of ROW along the application area's site where it fronts Central Avenue, the contingent dedication of 30-foot of ROW along the application area's site where it fronts Oliver Street, compliance with the UZC's compatibility setbacks, screening, lighting, access and landscaping and subject to the provisions of a Protective Overlay:

- 1) Building signs are not allowed to face towards the south and west property lines.
- 2) Portable, billboards and off-site signs are not permitted.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Properties west of the site, across an alley, are zoned SF-5 Single-family Residential and TF-3, and are developed with single-family residences and office uses. Property owned by the applicant, zoned LC, abuts the north side of the application area, and is developed with retail uses. Property to the south is zoned TF-3, and is developed with single-family residential uses. The property east of the subjects site, across Oliver Street, is zoned LC, and is developed with office and retail uses.

2. The suitability of the subject property for the uses to which it has been restricted: Approval of LC zoning would introduce some uses not in character with adjacent existing residential uses. Commercial uses generate more average daily traffic; introduce larger signage and more lighting than is found in typical residential areas putting increased pressure on existing nearby residences.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed LC zoning would allow similar types of development as already established north and east of the area. The implementation of the standards of the Unified Zoning Code over the whole site would limit the adverse impact on the adjacent residential developments.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies the south part of this site as appropriate for “urban residential” type uses and the north part of the site appropriate for “local commercial” type uses. The “urban residential” category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The “local commercial” category The “Wichita Land Use Guide, as amended “05/26” of the 1999 *Update to the Wichita-Sedgwick County Comprehensive Plan* identifies the application area as appropriate for “local commercial”, which reflects the application area’s site’s development. The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites be located adjacent to arterials and should have site design features that limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The Unified Zoning Code (UZC) requires compliance with compatibility setbacks between non-residential and residential zoning, lighting, screening, and landscaping. Uses appropriate in the local commercial designation are local in their customer base and include: commercial, office, personal services, medical, auto repair, grocery stores, florist shops, service stations, restaurants and on a limited presence basis mini-storage warehousing and small scale light manufacturing. The requested LC zoning and the uses permitted in it would be classified as “local commercial” by the Guide. However, the subject site is bordered to the north and east, by properties categorized as “local commercial” on the land use guide and commercial and industrial uses are common at major intersections.
5. Impact of the proposed development on community facilities: Provided that drainage and traffic access policies are met, community facilities should not be impacted. Other usually provided municipal services are available.

**DERRICK SLOCUM**, Planning Staff presented the Staff Report. He reported that DAB II approved the application without the contingent right-of-way dedication. In addition, they requested that the Protective Overlay include a provision that Payday Loans not be allowed to relocate to the site.

**FOSTER** clarified that this was one parcel with one owner.

**SLOCUM** said that was correct.

**MITCHELL** asked what the purpose of the zone change was.

**SLOCUM** said to bring the parking into conformance with the zoning.

**HILLMAN** asked about the provision of no signs facing south.

**SLOCUM** clarified that was no *building* signs facing south.

**W.G. FARHA, APPLICANT AND PROPERTY OWNER, 8100 E. 22<sup>ND</sup> NORTH, 1700-2** said they had previously declined to dedicate right-of-ways requested by the City and agreed with the DAB that this be taken out of the requirements for approval of the zoning request. He said the area has been used as commercial for 50 years and they applied for this zoning change to get the area into conformance.

**HENTZEN** asked if the City has made any offers for land they want to take from him.

**FARHA** said no deal has been offered by the City.

**MOTION:** To approve subject to staff recommendation with the removal of the right-of-way dedication.

**MITCHELL** moved, **HILLMAN** seconded the motion, and it carried (9-0).

**City of Wichita**  
**City Council Meeting**  
February 10, 2009

**TO:** Mayor and City Council

**SUBJECT:** VAC2008-00038 - Request to vacate a portion of a platted setback; generally located on the east side of St. Francis Avenue and north of Pawnee Avenue. (District III)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Approve.

**MAPC Recommendation:** Approve (unanimously).

**Background:** The applicant proposes to vacate the east 20 feet of the platted 35-foot street side yard setback, making a 15-foot street side yard setback. This setback is located along St Francis Avenue, which is the short side of the subject key corner lot. Per the Unified Zoning Code (UZC, Art.III, Sec.III-E, e (6)), a key corner lot recorded after March 25, 1996 shall have a front yard setback along all street exposures. The UZC's minimum front yard setback for the LC Limited Commercial ("LC") zoning district is 20 feet. However, the subject site, Lot 1,TKC Addition, was recorded with the Register of Deeds on March 13, 1974, thus the request for the UZC's minimum 15-foot street side yard setback for the LC zoned subject lot's short side. The applicant's site plan (prepared by Skinner Design Studios, Landscape Architecture & Planning) shows the requested 15-foot setback being in line with the abutting northern TF-3 zoned property's 25-foot front yard setback along St. Francis Avenue. This is the result of the subject site being 10 feet narrower along St Francis than the abutting TF-3 property. There are no platted easements within the platted setback. There are no utilities, manholes, sewer or water lines within the described portion of the platted setback.

**Analysis:** The MAPC voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

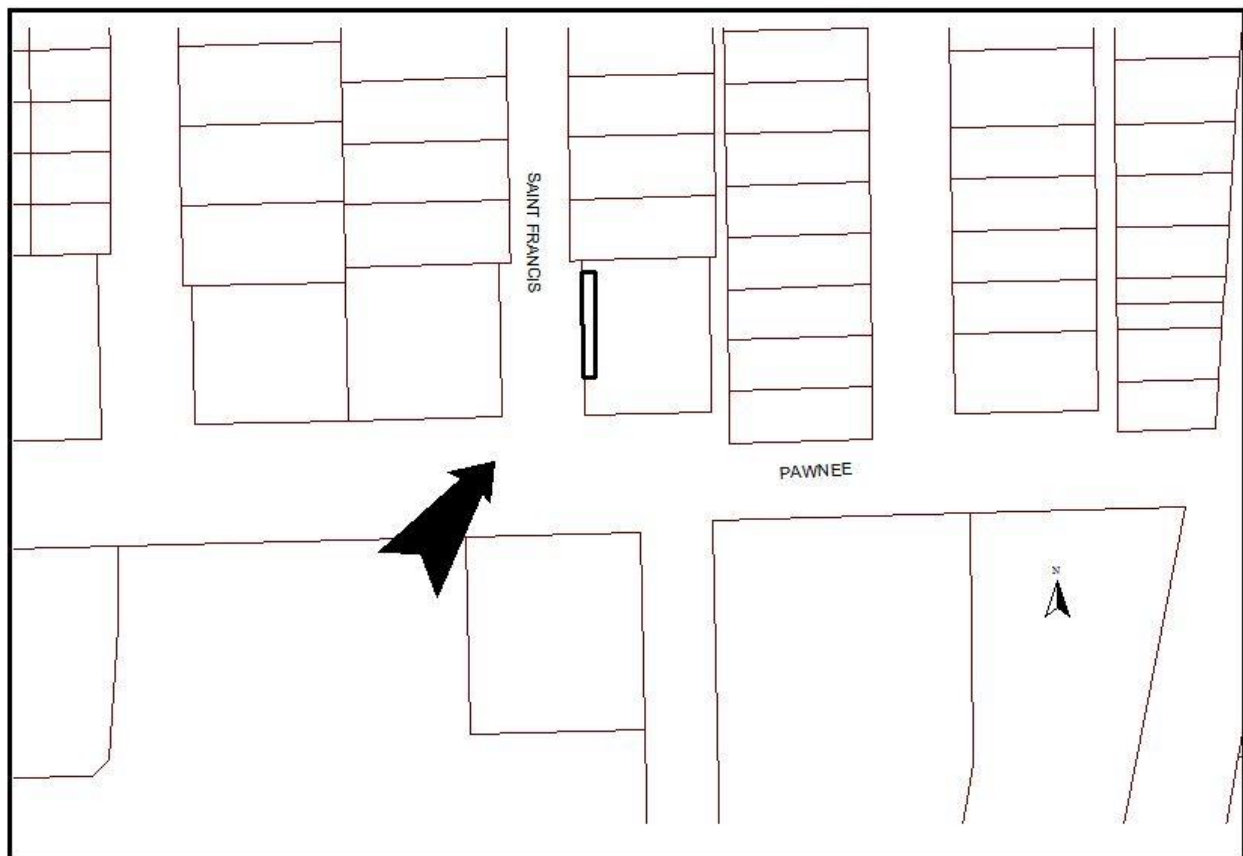
**Financial Considerations:** None.

**Goal Impact:** Ensure efficient infrastructure.

**Legal Considerations:** A certified copy of the Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

**Attachments:** None.



### **DRAINAGE & UTILITY EASEMENT**

This EASEMENT made this 16th day of January, 2009, by and between, Robert D. Cheatum of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing a drainage system and all other public utilities over, along, and under the following-described real estate situated in Sedgwick County, Kansas; to wit:

The North 20 feet of Tract 1 of Lot Split of Sutherland Fifth Addition; more specifically described as the North 20 feet of the following described tract: Beginning at the Northeast corner of Lot One (1) Sutherland Fifth Addition, Wichita, Sedgwick County, Kansas; thence South 01°01'20" East along the East line of said Lot 1, a distance of 155 feet; thence South 13°04'20" West, a distance of 102.64 feet; thence South 01°01'20" East, a distance of 5 feet; thence South 90°00'00" West, a distance of 66 feet, to the Point of Beginning; thence South 01°01'20" East, a distance of 170 feet to the Southeast corner of said Lot 1; thence South 90°00'00" West along the South line of said Lot 1, a distance of 84.5 feet; thence North 01°01'20" West, a distance of 157.6 feet; thence South 90°00'00" West, a distance of 12.5 feet; thence North 01°01'20" West, a distance of 12.56 feet; thence North 90°00'00" East, a distance of 96.95 feet to the point of beginning. Said tract contains 0.33 acres or 14,507 square feet.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing drainage systems and all other public utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first above written.

By: Robert D. Cheatum  
Robert D. Cheatum  
(Sub 2008-93)  
DED 2009-02

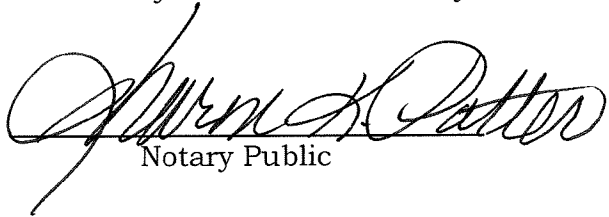
STATE OF KANSAS            )  
  ) SS:  
COUNTY OF SEDGWICK )

BE IT REMEMBERED, that on this 16 day of January, 2009 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Robert D. Cheatum, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



(My Appointment Expires: 8/28/11)

  
Notary Public

**UTILITY EASEMENT**

THIS EASEMENT made this 16th day of January, 2009, by and between Robert D. Cheatum, owner, party of the first part, and the City of Wichita, party of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party, for the benefit of the public, a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer, all other public utilities, over, along, and under the following-described real estate situated in Sedgwick County, Kansas, to-wit:

**LEGAL DESCRIPTION OF EASEMENT:**

A 20 wide sanitary sewer service lateral the centerline of which is described as: Beginning at a point 187.99 West and 110 feet South of the Northeast corner of Sutherland Fifth Addition, Wichita, Sedgwick County, Kansas which is the Point of Beginning; thence South 86 degrees 26 minutes 44 seconds East, a distance of 101.59 feet to a Point of Termination, which is 86.7 feet West and 116.34 South of said Northeast corner of Sutherland Fifth Addition.

*(Sub 2008-73)*  
*DED 2009-03*



**UTILITY EASEMENT**

THIS EASEMENT made this 16th day of January, 2009, by and between Robert D. Cheatum, owner, party of the first part, and the City of Wichita, party of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party, for the benefit of the public, a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer, all other public utilities, over, along, and under the following-described real estate situated in Sedgwick County, Kansas, to-wit:

**LEGAL DESCRIPTION OF EASEMENT:**

The East 187.99 feet of the North 20 feet of Sutherland Fifth Addition, Wichita, Sedgwick County, Kansas.

(Sub 2008-23  
DED 2009-04

And said second party, for the benefit of the public, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer, all other public utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first above written.

By: Robert D. Cheatum  
Robert D. Cheatum

STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS:

BE IT REMEMBERED, that on this 16 day of January, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Robert D. Cheatum, owner of property, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Sharon K. Potter  
Notary Public

(My Appointment Expires: 8/28/11)

**City of Wichita**  
**City Council Meeting**  
February 10, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** DED 2009-02 -- Dedication of a Drainage and Utility Easement, DED 2009-03 and DED 2009-04 -- Dedication of Utility Easements located on the northwest corner of Broadway and MacArthur Road. (District III)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** Planning (Consent)

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**Staff Recommendation:** Accept the Dedications.

**Background:** These Dedications are associated with Lot Split Case No. SUB 2008-73 (Sutherland Fifth Addition) and are for construction and maintenance of drainage and utility easements.

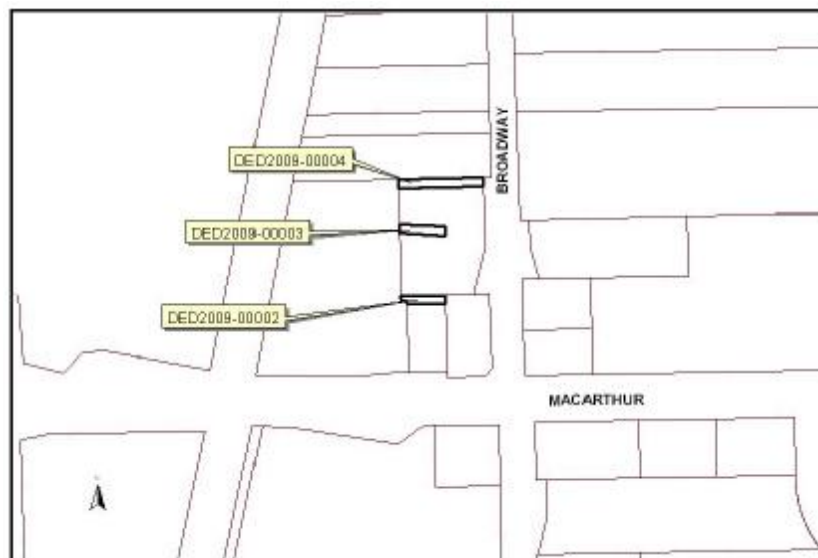
**Analysis:** None.

**Financial Considerations:** None.

**Goal Impact:** Ensure Efficient Infrastructure.

**Legal Considerations:** The Dedications will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council accept the Dedications.



City of Wichita  
City Council Meeting  
February 10, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** A09-03 Request by Rob Ramseyer, of Greenwich Investments, LLC, to annex lands generally located north of 29<sup>th</sup> Street North and east of Greenwich Road. (District II)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Recommendation:** Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

**Background:** The City has received a request to annex 31.4 acres of land generally located north of 29<sup>th</sup> Street North and east of Greenwich Road. The annexation area abuts the City of Wichita to the west of the property. The annexation area, known as the North Greenwich Addition, is anticipated to have approximately 56 patio homes within the next three years and 98,000 SF of commercial development within the next five to ten years. The Wichita-Sedgwick County Metropolitan Area Planning Department is currently reviewing the North Greenwich Addition plat as submitted on January 12, 2009.

**Analysis:**

**Land Use and Zoning:** The proposed annexation consists of 31.4 acres zoned “RR” Rural Residential. Upon annexation, the “RR” Rural Residential zoning will convert to “SF-5” Single-Family Residential. The property to the north, east and south of the proposed annexation is zoned “RR” Rural Residential. The property to the west of the proposed annexation is zoned “SF-20” and “SF-5” Single-Family Residential.

**Public Services:** The annexation area is within the service area of the Sedgwick County Rural Water District (SC RWD) #1; but the owner has recently finalized negotiations with SC RWD #1 for Wichita Water Utilities to serve this development with water. The nearest connection to water is a 20-inch main in Greenwich Road just south of the annexation site. Sanitary sewer is available from a 12-inch line approximately ¼ mile south of the subject property in Greenwich Road.

**Street System:** The subject property borders Greenwich Road to the west, which is a paved, two-lane road. The City of Wichita Capital Improvement Program (CIP) 2007-2016, the Sedgwick County Capital Improvement Program 2008-2012 and the 2008 Transportation Improvement Program do not call for street improvements near the proposed annexation site.

**Public Safety:** Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. Fire services to this site can be provided by the City of Wichita within a seven (7) to eight (8) minute approximate response time from City Station No. 18, located at 2808 North Webb. Upon annexation, police protection will be provided to the area by the Patrol North Bureau of the Wichita Police Department, headquartered at 3015 East 21st Street North.

**Parks:** The Northeast Sports Complex, a 60-acre park, is located along the southwest edge of the proposed annexation site and is currently being developed for youth athletics. According to the Parks, Recreation and Open Space Plan, adopted on January 6, 2009, a potential future pathway has been identified northeast of the subject property.

**School District:** The annexation property is part of the Unified School District 375 (Circle School District). Annexation will not change the school district.

**Comprehensive Plan:** The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Growth Area as shown in the Plan.

**Financial Considerations:** The current approximate appraised value of the proposed annexation lands, according to County records, is \$3,910 with a total assessed value of \$1,173. Using the current City levy (\$31.979/\$1000 x assessed valuation), this roughly yields \$38 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating that approximately 56 patio homes will be developed within the next three years and 98,000 SF of commercial property will be developed within the next ten years. The total appraised value of the residential development after completion is estimated at \$7,840,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$28,832 in City annual tax revenues. The total appraised value of the commercial development after completion is estimated at \$11,760,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$94,018 in City annual tax revenues. In sum, the total appraised value of the residential and commercial development after completion is estimated at \$19,600,000 and is anticipated to roughly yield a total of \$122,850 in City annual tax revenues.

**Goal Impact:** Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the demand for new infrastructure needed to support growth and development.

**Legal Considerations:** The property is eligible for annexation under K.S.A. 12-519, *et seq.*

**Recommendations/Actions:** Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

OCA150005  
PUBLISHED IN THE WICHITA EAGLE ON February 27, 2009

ORDINANCE NO.48-188

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES  
AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA,  
KANSAS. (A09-03)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II respectively:

The south 1000.00 feet of the west 1366.80 feet of the N1/2 of the SW1/4 of Sec. 34, Twp. 26-S, R-2-E of the 6<sup>th</sup> P.M., Sedgwick County, Kansas EXCEPT for that part designated as Greenwich Road.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this February 24, 2009.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

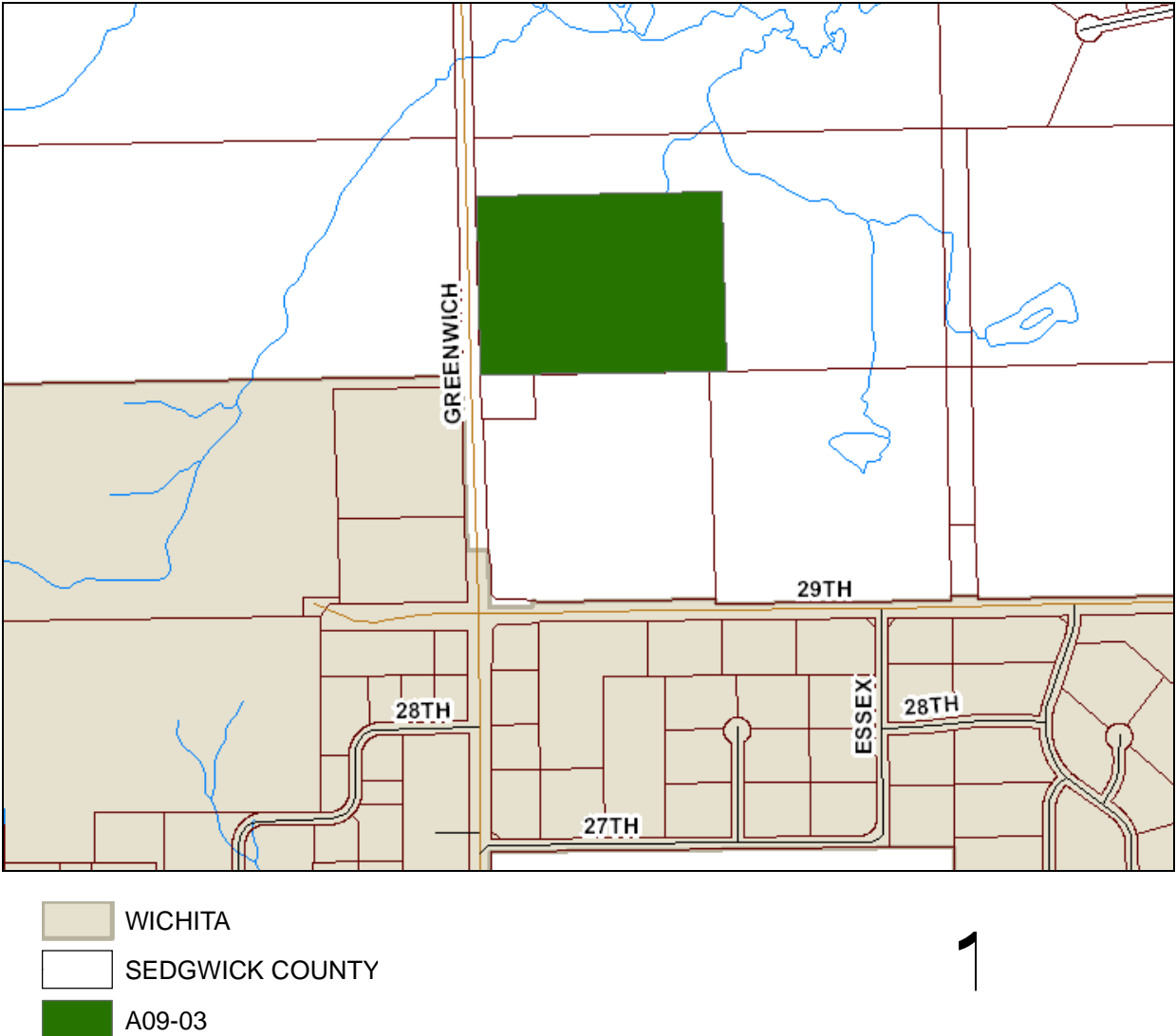
Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

**General Location:** Land generally located east of Greenwich Road, and north of 29<sup>th</sup> Street North. (District II)

Address:		Reason(s) for Annexation:	
31.4	Area in Acres	<input checked="" type="checkbox"/> X	Request
0	Existing population (est.)	<input type="checkbox"/>	Unilateral
0	Existing dwelling units	<input type="checkbox"/>	Island
0	Existing industrial/commercial units	<input type="checkbox"/>	Other:
Existing zoning:		"RR" Rural Residential	



**City of Wichita  
City Council Meeting  
February 10, 2009**

**TO:** Wichita Housing Authority Board Members

**SUBJECT:** 2009 Utility Allowances - Public Housing Program (All Districts)

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Housing Authority - Consent

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**Recommendation:** Review and approve the 2009 utility allowances for the Public Housing Program.

**Background:** Housing Authorities are required by the U.S. Department of Housing and Urban Development (HUD) to annually review and make appropriate adjustments to the utility allowances provided for tenant furnished utilities. The allowances are subtracted from the tenant's Adjusted Gross Rent to provide the net amount payable to public housing authorities as rent. The allowances are based on actual rates and average consumption estimates. The allowances are calculated for structure type based on the number of bedrooms. The Quality Housing and Work Responsibilities Act of 1998 requires an annual review of utility allowances and if there has been a change (increase/decrease) of 10% or more in the bedroom size allowance, the allowance must be revised. HUD PIH Notice 93-40 states that housing authorities that choose to install air-conditioning shall assure that the cost of utilities attributable to air-conditioning, when the use is optional, shall be borne by the residents.

**Analysis:** The Wichita Public Housing Program retained the South Central Kansas Economic Development District, Inc. (SCKEDD) to complete a utility bill allowance study using REM/Design software. The analysis, using updated natural gas, electric and water rates, indicates that the Wichita Public Housing utility allowances should be increased. The heat and air-conditioning allowances in Greenway and McLean Manor are provided by the Wichita Housing Authority (WHA). Tenants in those facilities are not reimbursed for heat and air-conditioning costs, which is why the utility allowance is lower than the other apartments. The recommended utility allowances for Public Housing rental units, beginning with April 1, 2009 annual recertifications, are below.

<u>Bedroom Size</u>	<u>Utility Allowance</u>
Apartments	
One – Rosa Gragg	\$122.00
One – Bernice Hutcherson	99.00
One (Greenway and McLean Manor)	31.00
Two (Greenway and McLean Manor)	28.00
Houses	
Two	152.00
Three	174.00
Four	185.00
Five	265.00
Six	232.00

**Page 2**

**Legal Considerations:** None

**Financial Considerations:** This is a HUD required action. Approving the utility allowances for 2009 will impact the Housing Services Department's financial position by decreasing rental income.

**Goal Impact:** Promote Economic Vitality and Affordable Living

**Recommendation/Action:** Review and approve the 2009 utility allowances for the Public Housing Program.

**City of Wichita  
City Council Meeting  
February 10, 2009**

**TO:** Wichita Housing Authority Board Members

**SUBJECT:** Section 8 Management Assessment Program (SEMAP)

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Housing Authority - Consent

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**Recommended Action:** Approve the 2008 Section 8 Management Assessment Program (SEMAP) certification.

**Background:** On October 6, 1998 the U.S. Department of Housing and Urban Development (HUD) issued final rules for the Section 8 Rental Voucher and Certificate Programs, Section 8 Management Assessment Program (SEMAP). SEMAP is the tool that HUD uses to measure the performance of all Housing Agencies that administer the Section 8 Tenant Based Rental Assistance Program. Using this tool, HUD assesses Housing Authorities' performance on 14 Key Indicators that show how well eligible families are provided housing assistance at a reasonable subsidy cost.

**Analysis:** HUD requires that Housing Authorities perform a self-certification using SEMAP's 14 Indicators, 60 days after the fiscal year ends. The Wichita Housing Authority's fiscal year ends December 31, 2008; the certification is due on February 28, 2009.

The indicators are:

1. Selection from the Waiting List (15 points): The Housing Authority (HA) has a written policy for selecting applicants and follows these policies when selecting applicants from the waiting list.
2. Reasonable Rent (20 points): The HA has implemented written methods to determine reasonable rents.
3. Determination of Adjusted Income (20 points): The HA correctly determines adjusted annual income.
4. Utility Allowance Schedule (5 points): The HA maintains up to date utility allowance schedules.
5. Housing Quality Standards (HQS) Quality Control Inspections (5 points): An HA supervisor re-inspects a sample of units for HQS Quality Control.
6. HQS Enforcement (10 points): HQS inspection deficiencies are corrected in a timely manner.

7. Expanding Housing Opportunities (5 points): The HA has adopted and implemented a written policy to encourage participation in areas outside poverty or minority concentrations.
8. Fair Market Rent (FMR) Limit and Payment Standards (5 points): Gross rents for 98% of new units leased is applicable and reasonable.
9. Annual Reexaminations (10 points): The HA completes an annual reexamination for each tenant.
10. Correct Tenant Rent Calculations (5 points): The HA correctly calculates tenant rents.
11. Pre-Contract HQS Inspections (5 points): Newly leased units pass HQS before the lease and Housing Assistance Payment (HAP) contract is executed.
12. Annual HQS Inspections (10 points): Each unit is inspected annually and on time.
13. Lease up (20 points): The HA enters into HAP contracts for the number of units under budget for at least one year. The standard is 98%.
14. Family Self-Sufficiency (FSS) Enrollment and Escrow Accounts (10 points): The HA meets the standards for the percentage of required families enrolled in the FSS program and the percentage that have escrow accounts. The standards are 80% and 30% respectively.

The total number of points to be awarded is 145. Five bonus points are available to Housing Authorities that achieve certain de-concentration goals during the year. A Housing Authority with a SEMAP score of at least 90% shall be rated a High Performer. Housing Authorities with a SEMAP score of 60-80% shall be rated Standard. Housing Authorities with scores of less than 60% shall be rated “Troubled” and shall be subject to a HUD onsite review and development of a corrective action plan.

The Wichita Housing Authority Section 8 Rental Voucher program has prepared a self-evaluation, which rates the program as a high performer for 2008. The self-evaluation must be submitted to HUD for approval.

**Financial Considerations:** Housing authorities with a “high performer” rating may be given competitive advantage under notices of fund availability.

**Legal Considerations:** None.

**Goal Impact:** Promote Economic Vitality and Affordable Living

**Recommended Action:** Approve the 2008 Section 8 Management Assessment Program (SEMAP) certification.

**Attachment:** 2008 Section 8 Management Assessment Program (SEMAP) Certification

# Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0215 (exp. 1/31/2010)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

**Instructions** Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)
Wichita Housing Authority	12/31/2008	02/12/2009

**Check here if the PHA expends less than \$300,000 a year in Federal awards** ☐

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

## Performance Indicators

- Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))  
(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.  
**PHA Response** Yes ☒ No ☐  
(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.  
**PHA Response** Yes ☒ No ☐
- Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)  
(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.  
**PHA Response** Yes ☒ No ☐  
(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):  
**PHA Response** ☒ At least 98% of units sampled ☐ 80 to 97% of units sampled ☐ Less than 80% of units sampled
- Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)  
The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):  
**PHA Response** ☐ At least 90% of files sampled ☒ 80 to 89% of files sampled ☐ Less than 80% of files sampled
- Utility Allowance Schedule. (24 CFR 982.517)  
The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.  
**PHA Response** Yes ☒ No ☐
- HQS Quality Control Inspections. (24 CFR 982.405(b))  
A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.  
**PHA Response** Yes ☒ No ☐
- HQS Enforcement. (24 CFR 982.404)  
The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):  
**PHA Response** ☒ At least 98% of cases sampled ☐ Less than 98% of cases sampled

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).

**Applies only to PHAs with jurisdiction in metropolitan FMR areas.**

Check here if not applicable ☐

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response Yes ☒ No ☐

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response Yes ☒ No ☐

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response Yes ☒ No ☐

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response Yes ☒ No ☐

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response Yes ☒ No ☐

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response Yes ☒ No ☐

8. Payment Standards. The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes ☒ No ☐

Enter current FMRs and payment standards (PS)

0-BR FMR <u>430</u>	1-BR FMR <u>481</u>	2-BR FMR <u>632</u>	3-BR FMR <u>808</u>	4-BR FMR <u>909</u>
PS <u>430</u>	PS <u>529</u>	PS <u>695</u>	PS <u>888</u>	PS <u>954</u>

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

PHA Response Yes ☒ No ☐

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

PHA Response Yes ☒ No ☐

11. Precontract HQS Inspections. Each newly leased unit passed HQS inspection before the beginning date of the assisted lease and HAP contract. (24 CFR 982.305)

PHA Response Yes ☒ No ☐

12. Annual HQS Inspections. The PHA inspects each unit under contract at least annually. (24 CFR 982.405(a))

PHA Response Yes ☒ No ☐

13. Lease-Up. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year.

PHA Response Yes ☒ No ☐

- 14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)

**Applies only to PHAs required to administer an FSS program.**

Check here if not applicable ☒

PHA Response

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

or, Number of mandatory FSS slots under HUD-approved exception

109

b. Number of FSS families currently enrolled

143

c. Portability: If you are the initial PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

0

Percent of FSS slots filled (b + c divided by a)

143.00

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

**Applies only to PHAs required to administer an FSS program.**

Check here if not applicable ☐

PHA Response

Yes ☒

No ☐

0

Portability: If you are the initial PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

**Deconcentration Bonus Indicator** (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

- (1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;
- (2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;
- or
- (3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response

Yes ☐

No ☐

If yes, attach completed deconcentration bonus indicator addendum.

I hereby certify that, to the best of my knowledge, the above responses under the Section 8 Management Assessment Program (SEMAP) are true and accurate for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Executive Director, signature

Chairperson, Board of Commissioners, signature

Date (mm/dd/yyyy) 02/12/2009

Date (mm/dd/yyyy) 02/12/2009

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

## SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) \_\_\_\_\_

PHA Name \_\_\_\_\_

Principal Operating Area of PHA \_\_\_\_\_  
(The geographic entity for which the Census tabulates data)

**Special Instructions for State or regional PHAs.** Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area \_\_\_\_\_

### Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1) \_\_\_\_\_ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
- \_\_\_\_\_ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
- \_\_\_\_\_ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).

Is line c 50% or more? Yes ☐ No ☐

- 2) \_\_\_\_\_ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.
- \_\_\_\_\_ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
- \_\_\_\_\_ c. Number of Section 8 families with children who moved during the last completed PHA FY.
- \_\_\_\_\_ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes ☐ No ☐

- 3) \_\_\_\_\_ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.
- \_\_\_\_\_ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
- \_\_\_\_\_ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.
- \_\_\_\_\_ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes ☐ No ☐

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.

See instructions above concerning bonus points for State and regional PHAs.

City of Wichita  
City Council Meeting  
February 10, 2009

**TO:** Wichita Housing Authority Board Members

**SUBJECT:** 2009 Utility Allowances – Section 8 Housing Choice Voucher Program

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Housing Authority - Consent

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**Recommendation:** Review and approve the 2009 Utility Allowances for the Section 8 Housing Choice Voucher Program.

**Background:** The Quality Housing and Work Responsibilities Act of 1998 requires Housing Authorities to conduct an annual review of utility allowances. If there has been an increase/decrease of 10% or more in a utility rate, the allowance must be revised. The adjusted allowances are subtracted from the tenant's Adjusted Gross Rent to provide the net amount payable to landlords as rent, and are based on actual rates, average consumption estimates and adjustments for structure type and number of bedrooms. Utility allowances are not a direct compensation to the tenant for their utility consumption.

The Wichita Housing Authority Board must review and approve the utility allowances prior to implementation by the Wichita Housing Authority/Housing and Community Services Department.

**Analysis:** Section 8 program staff reviewed utility rates using information provided by utility suppliers to determine the appropriate consumption for an energy-conserving household by structure type and bedroom size. During the past 14 months utility rates fluctuated depending on unit type. Analysis of the fluctuation determined that the thresholds were met to increase the Utility Allowance Schedule. The average increase for gas, electric, water, sewer and trash, was 16%. The recommended utility allowances in the attached reflect that increase; they also include the required separate consumption calculations for air conditioning, trash, ranges, and refrigerators. Even though the Wichita Housing Authority requires that the landlord provide the stove and refrigerator before the unit can pass the initial inspection, the cost to rent or purchase these appliances must be included in the Utility Allowance Schedule.

**Financial Considerations:** This is an action required by the U.S. Department of Housing and Urban Development (HUD). Adopting the utility allowances for 2009 will not affect the Housing and Community Services Department's financial position.

**Legal Considerations:** None

**Goal Impact:** Promote Economic Vitality and Affordable Living

**Recommended Action:** Review and approve the utility allowances to be effective May 1, 2009 for new clients. The new utility allowance will be effective for current clients at their next recertification date beginning August 1, 2009.

**Attachments:** Utility Allowance Schedule.

**WICHITA HOUSING AUTHORITY  
SECTION 8 HOUSING CHOICE VOUCHER PROGRAM  
UTILITY ALLOWANCE SCHEDULE  
FOR THE WICHITA METROPOLITAN AREA – 2009**

**Structure Type:** Single Family – Town/Row Houses – Twin – Duplex

Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Gas Heat	33	43	57	70	88	101	116
Electric Heat	34	41	62	75	96	109	124
Gas Range	4	5	7	10	11	12	13
Electric Range	3	6	8	9	11	13	14
Other Electric (lighting & monthly basics)	19	23	29	33	41	45	52
Air Conditioning	7	10	12	15	19	22	25
Gas Water Heating	11	15	19	23	29	34	38
Electric Water Heating	12	13	22	28	34	40	45
Water	8	16	20	22	23	25	29
Sewer	9	14	21	24	29	32	37
Trash Collection	20	20	20	20	20	20	20
Range (Tenant Owned)	9	9	9	9	9	9	9
Refrigerator (Tenant Owned)	10	10	10	10	10	10	10

**Structure Type:** Low/High Rise – Garden Walkup – Mobile – Manufactured

Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Gas Heat	29	39	50	62	79	90	104
Electric Heat	29	41	55	66	83	95	109
Gas Range	5	6	7	10	11	13	15
Electric Range	4	6	8	8	12	14	15
Other Electric (lighting & monthly basics)	19	25	29	35	43	47	54
Air Conditioning	7	10	12	15	19	22	25
Gas Water Heating	11	16	21	24	32	37	41
Electric Water Heating	12	18	23	29	36	41	47
Water	8	14	16	19	22	25	29
Sewer	12	16	22	29	34	41	47
Trash Collection	20	20	20	20	20	20	20
Range (Tenant Owned)	9	9	9	9	9	9	9
Refrigerator (Tenant Owned)	10	10	10	10	10	10	10

**City of Wichita  
City Council Meeting  
February 10, 2009**

**TO:** Wichita Airport Authority

**SUBJECT:** Pavement Condition Inventories  
Wichita Mid-Continent and Colonel James Jabara Airports

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve the grant applications.

**Background:** A Federal Aviation Administration (FAA) grant assurance requires periodic pavement condition inventories of Mid-Continent and Colonel James Jabara Airports as a part of the airport's overall pavement maintenance management program.

**Analysis:** Due to abbreviated FAA funding legislation, these grant applications are based on estimates as requested by the FAA. Staff will prepare second grant applications based on actual project costs after legislation funding the remainder of this fiscal FAA year becomes law.

**Financial Considerations:** A grant application for Mid-Continent Airport in the amount of \$125,000 and one for Colonel James Jabara Airport in the amount of \$45,000 have been prepared for this purpose of which 95% will be funded through AIP entitlements. The Airport's matching portion of five percent will be funded with Airport Passenger Facility Charges and General Obligation Bonds paid for with airport revenue.

**Goal Impact:** The Airport's contribution to the economic vitality of Wichita is promoted through the continued acceptance of grant funding.

**Legal Considerations:** None.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the grant applications and receipt of funds, and authorize the necessary signatures for the documents related to the grants.

**Attachments:** Grant applications.

**APPLICATION FOR  
FEDERAL ASSISTANCE**

<b>1. TYPE OF SUBMISSION:</b> Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		<b>2. DATE SUBMITTED</b> <b>2-10-2009</b>	Applicant Identifier <b>N/A</b>
		<b>3. DATE RECEIVED BY STATE</b> <b>N/A</b>	State Application Identifier <b>N/A</b>
		<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	Federal Identifier <b>AIP 3-20-0089-17</b>

<b>5. APPLICANT INFORMATION</b>																													
Legal Name: <b>Wichita Airport Authority</b>	<b>Organizational Unit: Wichita Airport Authority</b> Department:																												
Organizational DUNS: <b>124970641</b>	Division:																												
<b>Address:</b> Street: <b>2173 Air Cargo Road</b>	<b>Name and telephone number of person to be contacted on matters involving this application (give area code)</b> Prefix: <b>Mr.</b> First Name: <b>Victor</b>																												
City: <b>Wichita</b>	Middle Name:																												
County: <b>Sedgwick</b>	Last Name: <b>White</b>																												
State: <b>Kansas</b> Zip Code: <b>67209</b>	Suffix:																												
Country: <b>USA</b>	Email: <b>vwhite@wichita.gov</b>																												
<b>6. EMPLOYER IDENTIFICATION NUMBER E(IN):</b> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin: 0 2px;">4</div> <div style="border: 1px solid black; padding: 2px; margin: 0 2px;">8</div> <div style="border: 1px solid black; padding: 2px; margin: 0 2px;">-</div> <div style="border: 1px solid black; padding: 2px; margin: 0 2px;">6</div> <div style="border: 1px solid black; padding: 2px; margin: 0 2px;">0</div> <div style="border: 1px solid black; padding: 2px; margin: 0 2px;">0</div> <div style="border: 1px solid black; padding: 2px; margin: 0 2px;">0</div> <div style="border: 1px solid black; padding: 2px; margin: 0 2px;">6</div> <div style="border: 1px solid black; padding: 2px; margin: 0 2px;">5</div> <div style="border: 1px solid black; padding: 2px; margin: 0 2px;">3</div> </div>																													
<b>8. TYPE OF APPLICATION:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es): (See back of form for description of letters) <div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div> Other (specify)																													
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER</b> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin: 0 2px;">2</div> <div style="border: 1px solid black; padding: 2px; margin: 0 2px;">0</div> <div style="border: 1px solid black; padding: 2px; margin: 0 2px;">-</div> <div style="border: 1px solid black; padding: 2px; margin: 0 2px;">1</div> <div style="border: 1px solid black; padding: 2px; margin: 0 2px;">0</div> <div style="border: 1px solid black; padding: 2px; margin: 0 2px;">6</div> </div> TITLE: <b>Airport Improvement Program</b>																													
<b>12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):</b> <b>Wichita, Sedgwick County, Kansas</b>																													
<b>13. PROPOSED PROJECT</b> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">           Start Date  <b>5/2009</b> </td> <td style="width:50%; text-align: center;">           Ending Date  <b>7/2010</b> </td> </tr> </table>		Start Date <b>5/2009</b>	Ending Date <b>7/2010</b>																										
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<b>14. CONGRESSIONAL DISTRICTS OF</b> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">           a. Applicant  <b>4th</b> </td> <td style="width:50%;">           b. Project  <b>4th</b> </td> </tr> </table>		a. Applicant <b>4th</b>	b. Project <b>4th</b>																										
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<b>15. ESTIMATED FUNDING</b> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">a. Federal</td> <td style="width:10%;">\$</td> <td style="width:20%; text-align: right;">41,800</td> <td style="width:10%; text-align: right;">.00</td> </tr> <tr> <td>b. Applicant</td> <td>\$</td> <td style="text-align: right;">3,200</td> <td style="text-align: right;">.00</td> </tr> <tr> <td>c. State</td> <td>\$</td> <td></td> <td style="text-align: right;">.00</td> </tr> <tr> <td>d. Local</td> <td>\$</td> <td></td> <td style="text-align: right;">.00</td> </tr> <tr> <td>e. Other</td> <td>\$</td> <td></td> <td style="text-align: right;">.00</td> </tr> <tr> <td>f. Program income</td> <td>\$</td> <td></td> <td style="text-align: right;">.00</td> </tr> <tr> <td>g. TOTAL</td> <td>\$</td> <td style="text-align: right;">45,000</td> <td style="text-align: right;">.00</td> </tr> </table>		a. Federal	\$	41,800	.00	b. Applicant	\$	3,200	.00	c. State	\$		.00	d. Local	\$		.00	e. Other	\$		.00	f. Program income	\$		.00	g. TOTAL	\$	45,000	.00
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f. Program income	\$		.00																										
g. TOTAL	\$	45,000	.00																										
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<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b> <input type="checkbox"/> Yes If "Yes" attach an explanation <input checked="" type="checkbox"/> No																													
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.</b>																													
<b>a. Authorized Representative</b> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">Prefix <b>Mr.</b></td> <td style="width:33%;">First Name <b>Victor</b></td> <td style="width:33%;">Middle Name</td> </tr> <tr> <td colspan="2">Last Name <b>White</b></td> <td>Suffix</td> </tr> <tr> <td colspan="2">b. Title <b>Director of Airports</b></td> <td>c. Telephone number (give area code) <b>(316) 946-4700</b></td> </tr> <tr> <td colspan="2">d. Signature of Authorized Representative</td> <td>e. Date Signed <b>2-10-2009</b></td> </tr> </table>		Prefix <b>Mr.</b>	First Name <b>Victor</b>	Middle Name	Last Name <b>White</b>		Suffix	b. Title <b>Director of Airports</b>		c. Telephone number (give area code) <b>(316) 946-4700</b>	d. Signature of Authorized Representative		e. Date Signed <b>2-10-2009</b>																
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d. Signature of Authorized Representative		e. Date Signed <b>2-10-2009</b>																											

**PART II**  
**PROJECT APPROVAL INFORMATION**

**Item 1.**

Does this assistance request require State, local, regional, or other priority rating?

Yes ☐ No ☒Name of Governing Body:  
Priority:**Item 2.**

Does this assistance request require State, or local advisory, educational or health clearances?

Yes ☐ No ☒Name of Agency or Board:  
(Attach Documentation)**Item 3.**

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

Yes ☐ No ☒

(Attach Comments)

**Item 4.**

Does this assistance request require State, local, regional or other planning approval?

Yes ☐ No ☒

Name of Approving Agency:

Date:     /     /

**Item 5.**

Is the proposed project covered by an approved comprehensive plan?

Yes ☐ No ☒Check one: State  
Local  
Regional

Location of Plan:

**Item 6.**

Will the assistance requested serve a Federal installation?

Yes ☐ No ☒

Name of Federal Installation:

Federal Population benefiting from Project:

**Item 7.**

Will the assistance requested be on Federal land or installation?

Yes ☐ No ☒

Name of Federal Installation:

Location of Federal Land:

Percent of Project:

**Item 8.**

Will the assistance requested have an impact or effect on the environment?

Yes ☐ No ☒

See instruction for additional information to be provided

**Item 9.**

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

Yes ☐ No ☒Number of:  
Individuals. \_\_\_\_\_  
Families. \_\_\_\_\_  
Businesses. \_\_\_\_\_  
Farms. \_\_\_\_\_**Item 10.**

Is there other related Federal assistance on this project previous, pending, or anticipated?

Yes ☐ No ☒

See instructions for additional information to be provided.

**PART III - BUDGET INFORMATION****SECTION A - BUDGET SUMMARY**

Grant Program, Function Or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. AIP	20-106	\$ NA	\$ NA	\$ 41,800.00	\$ 3,200.00	\$ 45,000.00
2.						
3.						
4.						
5. TOTALS		\$	\$	\$ 41,800.00	\$ 3,200.00	\$ 45,000.00

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1)	Jabara (2)	Ineligible (3)	(4)	(5)
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies		2,000.00			2,000.00
f. Contractual		42,000.00			42,000.00
g. Construction					
h. Other Photo Framing			1,000.00		1,000.00
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	\$	\$ 44,000.00	\$ 1,000.00	\$	\$ 45,000.00
l. Program Income	\$	\$	\$	\$	\$

**SECTION C - NON-FEDERAL RESOURCES**

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. AIP	\$ 3,200.00	\$ NA	\$ NA	\$ 3,200.00
9.				
10.				
11.				
12. TOTALS	\$ 3,200.00	\$	\$	\$ 3,200.00

**SECTION D - FORECASTED CASH NEEDS**

	Total for 1 <sup>st</sup> Year	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4th Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal					
15. TOTAL	\$	\$	\$	\$	\$

**SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) GRANT PROGRAM	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTALS	\$	\$	\$	\$

**SECTION F - OTHER BUDGET INFORMATION**

(Attach additional sheets if necessary)

21 Direct Charges:

22. Indirect Charges:

23. Remarks:

**PART IV**  
**PROGRAM NARRATIVE**  
*(Suggested Format)*

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

**PROJECT : Pavement Condition Inventory**

**AIRPORT : Colonel James Jabara Airport**

**1. Objective:**

Perform pavement condition inventory as a component of the Spononsor's airfield pavement maintenance management program.

**2. Benefits Anticipated:**

Documentation of priorties to focus Sponsor's maintenance and replacement funds.

**3. Approach :** *(See approved Scope of Work in Final Application)*

See attached scope of services (when available).

**4. Geographic Location:**

Wichita, Kansas (see attached map)

**5. If Applicable, Provide Additional Information:**

N/A

**6. Sponsor's Representative:** *(include address & telephone number)*

John Oswald  
2173 Air Cargo Road  
Wichita, KS 67209  
316-946-4715

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
DRUG-FREE WORKPLACE  
PAVEMENT CONDITION INVENTORY

Wichita Airport Authority

Colonel James Jabara Airport

AIP 3-20-0089-17

(Sponsor)

(Airport)

(Project Number)

Perform pavement condition inventory as a component of the Sponsor's airfield pavement maintenance management program.

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been <del>(will be)</del> published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been <del>(will be)</del> established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been <del>(will be)</del> given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been <del>(will be)</del> notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

Wichita Airport Authority

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Victor White

(Typed Name of Sponsor's Designated Official Representative)

Director of Airports

(Typed Title of Sponsor's Designated Official Representative)

February 10, 2009

(Date)

<b>APPLICATION FOR FEDERAL ASSISTANCE</b>		2. DATE SUBMITTED <b>2-10-2009</b>	Applicant Identifier <b>N/A</b>
1. TYPE OF SUBMISSION:		3. DATE RECEIVED BY STATE <b>N/A</b>	State Application Identifier <b>N/A</b>
Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier <b>AIP 3-20-0088-58</b>
<b>5. APPLICANT INFORMATION</b>			
Legal Name: <b>Wichita Airport Authority</b>		Organizational Unit: <b>Wichita Airport Authority</b>	
Organizational DUNS: <b>124970641</b>		Department:	
Address:		Division:	
Street: <b>2173 Air Cargo Road</b>		Name and telephone number of person to be contacted on matters involving this application (give area code)	
City: <b>Wichita</b>		Prefix: <b>Mr.</b>	First Name: <b>Victor</b>
County: <b>Sedgwick</b>		Middle Name:	
State: <b>Kansas</b>		Last Name: <b>White</b>	
Zip Code: <b>67209</b>		Suffix:	
Country : <b>USA</b>		Email: <b>vwhite@wichita.gov</b>	
<b>6. EMPLOYER IDENTIFICATION NUMBER EIN:</b>		Phone number (give area code):	
<div style="border: 1px solid black; padding: 2px; display: inline-block;">             4 8 - 6 0 0 0 6 5 3           </div>		<b>(316) 946-4700</b>	
<b>7. TYPE OF APPLICATION:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es): (See back of form for description of letters)		<b>7. TYPE OF APPLICANT: (See back of form for Application Types)</b> <div style="border: 1px solid black; padding: 2px; display: inline-block;">C</div> Other (specify)	
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER</b> <div style="border: 1px solid black; padding: 2px; display: inline-block;">             2 0 - 1 0 6           </div> TITLE: <b>Airport Improvement Program</b>		<b>9. NAME OF FEDERAL AGENCY</b> <b>Federal Aviation Administration</b>	
<b>12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):</b> <b>Wichita, Sedgwick County, Kansas</b>		<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b> <b>Pavement Condition Inventory for Wichita Mid-Continent :</b>	
<b>13. PROPOSED PROJECT</b>		<b>14. CONGRESSIONAL DISTRICTS OF</b>	
Start Date <b>5/2009</b>	Ending Date <b>7/2010</b>	a. Applicant <b>4th</b>	b. Project <b>4th</b>
<b>15. ESTIMATED FUNDING</b>		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS</b>	
a. Federal	\$ <b>116,375</b> .00	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON	
b. Applicant	\$ <b>8,625</b> .00	DATE:	
c. State	\$ .00	b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372	
d. Local	\$ .00	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
e. Other	\$ .00	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>	
f. Program income	\$ .00	<input type="checkbox"/> Yes If "Yes" attach an explanation <input checked="" type="checkbox"/> No	
g. TOTAL	\$ <b>125,000</b> .00		
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.</b>			
a. Authorized Representative			
Prefix <b>Mr.</b>	First Name <b>Victor</b>	Middle Name	
Last Name <b>White</b>		Suffix	
b. Title <b>Director of Airports</b>		c. Telephone number (give area code) <b>(316) 946-4700</b>	
d. Signature of Authorized Representative		e. Date Signed <b>2-10-2009</b>	

## PART II

### PROJECT APPROVAL INFORMATION

<p><u>Item 1.</u> Does this assistance request require State, local, regional, or other priority rating?</p> <p style="text-align: right;">Yes    <input checked="" type="checkbox"/> No</p>	<p>Name of Governing Body: Priority:</p>
<p><u>Item 2.</u> Does this assistance request require State, or local advisory, educational or health clearances?</p> <p style="text-align: right;">Yes    <input checked="" type="checkbox"/> No</p>	<p>Name of Agency or Board: (Attach Documentation)</p>
<p><u>Item 3.</u> Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?</p> <p style="text-align: right;">Yes    <input checked="" type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p><u>Item 4.</u> Does this assistance request require State, local, regional or other planning approval?</p> <p style="text-align: right;">Yes    <input checked="" type="checkbox"/> No</p>	<p>Name of Approving Agency:  Date:    /    /</p>
<p><u>Item 5.</u> Is the proposed project covered by an approved comprehensive plan?</p> <p style="text-align: right;">Yes    <input checked="" type="checkbox"/> No</p>	<p>Check one:    State                   Local                   Regional</p> <p>Location of Plan:</p>
<p><u>Item 6.</u> Will the assistance requested serve a Federal installation?</p> <p style="text-align: right;">Yes    <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation: Federal Population benefiting from Project:</p>
<p><u>Item 7.</u> Will the assistance requested be on Federal land or installation?</p> <p style="text-align: right;">Yes    <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation: Location of Federal Land: Percent of Project:</p>
<p><u>Item 8.</u> Will the assistance requested have an impact or effect on the environment?</p> <p style="text-align: right;">Yes    <input checked="" type="checkbox"/> No</p>	<p>See instruction for additional information to be provided</p>
<p><u>Item 9.</u> Will the assistance requested cause the displacement of individuals, families, businesses, or farms?</p> <p style="text-align: right;">Yes    <input checked="" type="checkbox"/> No</p>	<p>Number of: Individuals.    ____ Families.        ____ Businesses.    ____ Farms.            ____</p>
<p><u>Item 10.</u> Is there other related Federal assistance on this project previous, pending, or anticipated?</p> <p style="text-align: right;">Yes    <input checked="" type="checkbox"/> No</p>	<p>See instructions for additional information to be provided.</p>

**PART III - BUDGET INFORMATION****SECTION A - BUDGET SUMMARY**

Grant Program, Function Or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. AIP	20-106	\$ NA	\$ NA	\$ 116,375.00	\$ 8,625.00	\$ 125,000.00
2.						
3.						
4.						
5. TOTALS		\$	\$	\$ 116,375.00	\$ 8,625.00	\$ 125,000.00

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	Grant Program, Function or Activity				Total
	Mid-Continent (1)	(2)	Ineligible (3)	(4)	(5)
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies	3,500.00				3,500.00
f. Contractual	119,000.00				119,000.00
g. Construction					
h. Other Photo Framing			2,500.00		2,500.00
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	\$ 122,500.00	\$	\$ 2,500.00	\$	\$ 125,000.00
l. Program Income	\$	\$	\$	\$	\$

**SECTION C - NON-FEDERAL RESOURCES**

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. AIP	\$ 8,625.00	\$ NA	\$ NA	\$ 8,625.00
9.				
10.				
11.				
12. TOTALS	\$ 8,625.00	\$	\$	\$ 8,625.00

**SECTION D - FORECASTED CASH NEEDS**

	Total for 1 <sup>st</sup> Year	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4th Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal					
15. TOTAL	\$	\$	\$	\$	\$

**SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) GRANT PROGRAM	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTALS	\$	\$	\$	\$

**SECTION F - OTHER BUDGET INFORMATION**

(Attach additional sheets if necessary)

21 Direct Charges:

22. Indirect Charges:

23. Remarks:

**PART IV**  
**PROGRAM NARRATIVE**  
*(Suggested Format)*

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

**PROJECT : Pavement Condition Inventory**

**AIRPORT : Wichita Mid-Continent**

**1. Objective:**

Perform pavement condition inventory as a component of the Spononsor's airfield pavement maintenance management program.

**2. Benefits Anticipated:**

Documentation of priorties to focus Sponsor's maintenance and replacement funds.

**3. Approach :** *(See approved Scope of Work in Final Application)*

See attached scope of services (when available).

**4. Geographic Location:**

Wichita, Kansas (see attached map)

**5. If Applicable, Provide Additional Information:**

N/A

**6. Sponsor's Representative:** *(include address & telephone number)*

John Oswald  
2173 Air Cargo Road  
Wichita, KS 67209  
316-946-4715

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
DRUG-FREE WORKPLACE  
PAVEMENT CONDITION INVENTORY

Wichita Airport Authority

Mid-Continent Airport

AIP 3-20-0088-58

(Sponsor)

(Airport)

(Project Number)

Perform pavement condition inventory as a component of the Sponsor's airfield pavement maintenance management program.

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been <del>(will be)</del> published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been <del>(will be)</del> established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been <del>(will be)</del> given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been <del>(will be)</del> notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

Wichita Airport Authority

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Victor White

(Typed Name of Sponsor's Designated Official Representative)

Director of Airports

(Typed Title of Sponsor's Designated Official Representative)

February 10, 2009

(Date)

**City of Wichita  
City Council Meeting  
February 10, 2009**

**TO:** Wichita Airport Authority

**SUBJECT:** Amendment of Right of Way for Cathodic Unit  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the amendment.

**Background:** On November 29, 1968 the Board of Park Commissioners approved an Easement with Continental Oil Company (now ConocoPhillips) covering a cathodic protection system.

**Analysis:** Due to a change in the cathodic protection system the right of way can be reduced in size.

**Financial Considerations:** None.

**Goal Impact:** The Airport's contribution to the economic vitality of Wichita is promoted through infrastructure improvements to allow uninterrupted airport services to be provided.

**Legal Considerations:** The Amendment of Easement Agreement has been approved as to form.

**Recommendations/Actions:** Approve the agreement and authorize the necessary signatures.

**Attachments:** Amendment of Easement Agreement.

**When recorded, return to:**  
ConocoPhillips Pipe Line Company  
PTRRC Dept.  
500-A Phillips Bldg.  
Bartlesville, OK 74004

File: RW 023020

## **AMENDMENT OF EASEMENT AGREEMENT**

STATE OF KANSAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SEDGWICK

WHEREAS, on the 29th day of November, 1968, the Board of Park Commissioners of the City of Wichita, Kansas, executed and delivered to Continental Oil Company, its successors and assigns, an Easement covering a cathodic protection unit right of way within the following described land in Sedgwick County, State of Kansas, to wit:

The south 100 feet of the NE/4 NE/4 Section 3, Township 28 South, Range 1 West

Said Easement, attached hereto as Exhibit "A", was not filed of record in the official Public Records of Sedgwick County, Kansas; and

WHEREAS, The Wichita Airport Authority, (hereinafter "Landowner"), represents that Landowner is the present owner, subject to the Easement, of the hereinabove described land; and

WHEREAS, Landowner and ConocoPhillips Company, a Delaware corporation, the current owner of said Easement, (hereinafter "Company"), seek to amend said Easement.

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, Landowner and Company do hereby agree to amend the Easement as follows:

1. From and after the date hereof all of Company's cathodic protection unit and associated appurtenances shall be confined to a 100' x 100' area, said area being more fully described and shown on Exhibit "B" attached hereto and made a part hereof.
2. From and after the date hereof Company hereby releases and remits to Landowner all that portion of said Easement originally granted but not contained within the 100' x 100' retained area described on Exhibit "B".

Except as herein amended, the said Easement and its terms and conditions shall remain in full force and effect.

The provisions hereof shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

EXECUTED in duplicate originals on the dates set forth in the acknowledgments, but effective for all purposes as of the 16<sup>th</sup> day of January, 2009 (the "Effective Date").

### **LANDOWNER:**

The Wichita Airport Authority


By: \_\_\_\_\_

Name: \_\_\_\_\_

185  
Title: \_\_\_\_\_

**COMPANY:**

ConocoPhillips Company

By: 

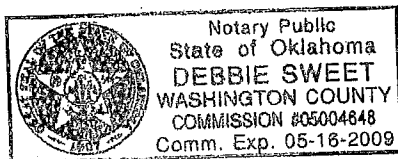
Kevin C. Startz  
Attorney-in-Fact

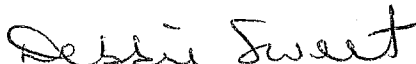
STATE OF OKLAHOMA

§  
§  
§

COUNTY OF WASHINGTON

On this 16th day of January, 2009, before me personally appeared Kevin C. Startz, known to me to be the person whose name is subscribed as Attorney-in-Fact, of ConocoPhillips Company, a Delaware corporation, on the foregoing instrument and acknowledged to me that he executed the foregoing instrument on behalf of said corporation as his free and voluntary act and deed, for the uses, purposes and consideration therein set forth.



  
NOTARY PUBLIC

My commission expires:  
5-16-2009

My commission number is:  
05004648

STATE OF KANSAS

§  
§  
§

COUNTY OF SEDGWICK

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the foregoing instrument as \_\_\_\_\_ for The Wichita Airport Authority and as \_\_\_\_\_ free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

My commission number is:

\_\_\_\_\_

\_\_\_\_\_

EXHIBIT A

EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars and other good  
valuable consideration dollars (\$10.00-----) in hand paid,

the receipt and adequacy of which is hereby acknowledged,

Board of Park Commissioners of the City of Wichita, Kansas

hereinafter referred to as Grantor (whether one or more), does hereby

grant unto CONTINENTAL OIL COMPANY

hereinafter referred to as Grantee, its successors and assigns, the right to construct, maintain, operate, repair, rebuild, and remove a pipeline cathodic protection unit, including the necessary electric rectifier mounted on a pole with wires connecting to a source of AC electricity, a ground bed and underground cables, and such other facilities and appurtenances as may from time to time be necessary to the proper installation, operation, and maintenance of such unit, together with the right of ingress and egress at convenient points to and from the same, upon, under, and across the follow-

ing described land, situated in the county of Sedgwick

state of Kansas

to-wit:

Township 28-South Range 1 West

Section 3

Within the South 100 feet of the

NE 1/4 NE 1/4

This easement is, for all purposes, subject to the terms and conditions contained in Supplemental Agreement Number 1, dated June 1, 1968, between Continental Oil Company and the Board of Park Commissioners.

Grantor is to have the right to fully use and enjoy the above-described premises except as to the rights hereinbefore granted.

Grantee hereby agrees to pay all damages which may arise to crops, pasturage, fences, and improvements of said Grantor from the exercise of the rights herein granted.

It is understood and acknowledged by the Grantor that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that no such agreement will be binding on the Grantee.

This agreement may be assigned by Grantee, its successors and assigns, in whole or in part. The terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

Executed this 29th day of November 1968.

WITNESS:

Kent W. Leach  
Kent W. Leach

Angel J. Parker  
President, Board of Park Commissioners

Check No. 63184

Charge: AFE 432

PARK BOARD -- CLERK'S FILE

DIVISION Airport

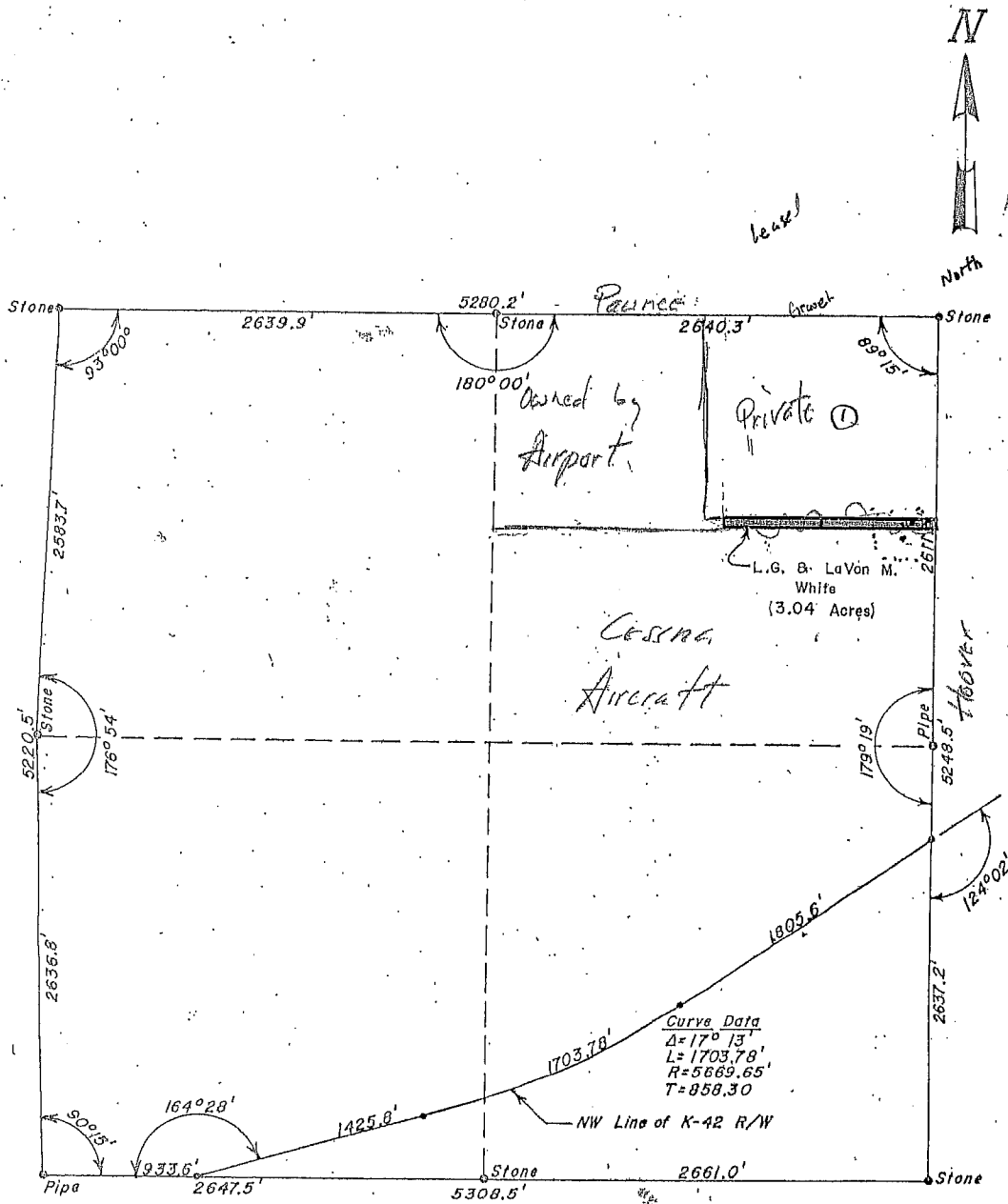
FILE NO. 9-131-1968

Lux

copy sent to Airport 4/9/69

Executed copy of EASEMENT forwarded to Continental Oil Company, with letter of transmittal dated 12/3/68.

Section 3 Township 28 South Range 1 West

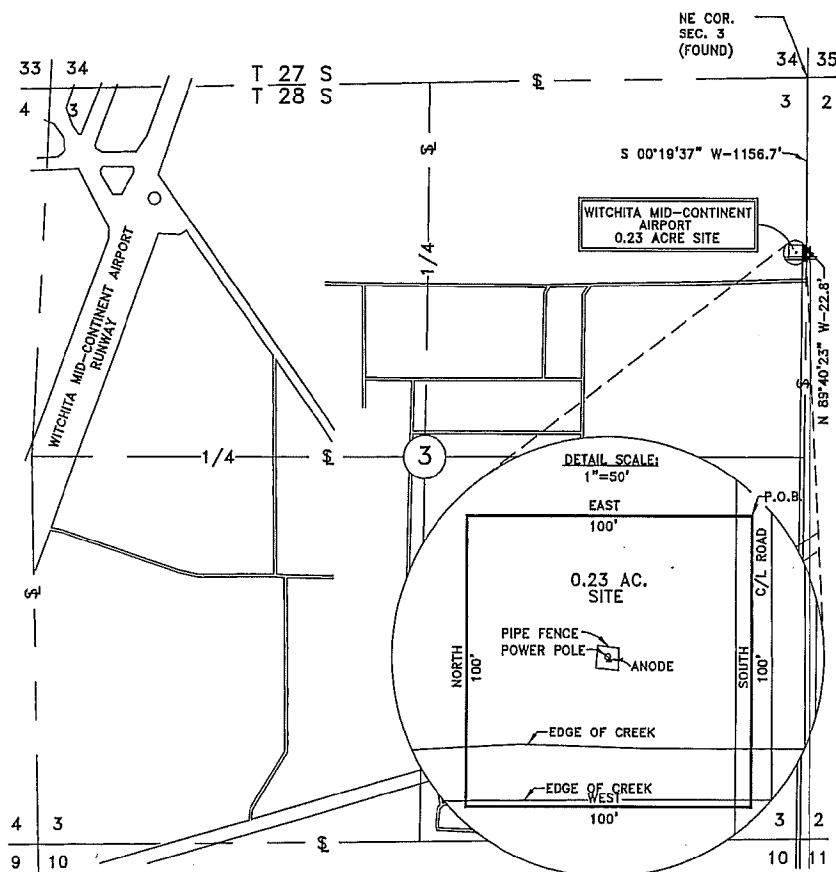
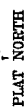
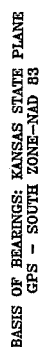


The South 100 feet of Lot 1 (being otherwise described as the Northeast Quarter of the Northeast Quarter) of Section 3, Township 28 South, Range 1 West, containing 3.04 acres more or less.


AIRPORT PROPERTY		
WICHITA MUNICIPAL AIRPORT		
BOARD OF PARK COMMISSIONERS		
Wichita, Kansas.		
Date 11-18-55	Scale 1"=200'	Drawn T.J.D.

Copy sent to Airport 4/19/69

SEDGWICK COUNTY KANSAS  
SECTION 3, T-28-S, R-1-W, 6TH P.M.



A  $\pm 0.23$  acre tract located in the Northeast Quarter of Section 3, Township 28 South, Range 1 West, 6th Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:  
COMMENCING at the Northeast corner of said Northeast Quarter, THENCE, S  $00^{\circ}19'37''$  W, a distance of 1156.7 feet to a point on the East Section line of Section 3; THENCE, N  $89^{\circ}40'23''$  W, a distance of 22.8 feet to the POINT OF BEGINNING;  
THENCE, South, a distance of 100.0 feet; THENCE, West, a distance of 100.0 feet; THENCE, North, a distance of 100.0'; THENCE, East, a distance of 100.0 feet to the POINT OF BEGINNING. Containing  $\pm 0.23$  acres more or less.

1	CHG'D AIRPORT LABEL/ADDED ROAD C/L LABEL				KLR	04/07/08	JA	JN
NO.	REVISION				BY	DATE	CHKD	APP'D.
FOR BIDS		 <b>ConocoPhillips Pipe Line Company</b>  <b>PERMANENT EASEMENT RECTIFIER SITE</b>  WITCHITA MID-CONTINENT AIRPORT  SEDGWICK COUNTY, KANSAS					JA NO.	FILE CODE
FOR APPR.							A/E NO.	SCALE 1" = 1000'
FOR CONST.							SAVE NAME 26-757-000	
NAD 83 Kansas South							DWG. NO. 26-757-000	
DRAWN	BDW	09/06						
CHECKED	JLC	09/06						
APP'D.	LFG	09/06						

**Not To Scale**

4/07/2008



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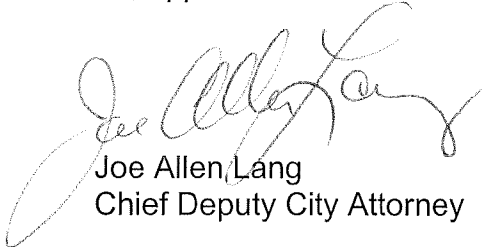
**DEPARTMENT OF LAW  
INTEROFFICE MEMORANDUM**

---

**TO:** Linda Turley, Airport Engineering & Planning  
**FROM:** Joe Allen Lang, Chief Deputy City Attorney  
**SUBJECT:** Amendment of Right of Way for Cathodic Unit – Conoco Phillips  
**DATE:** January 27, 2009

---

The above documents have been reviewed, approved as to form on January 14, 2009 and are being returned.

  
Joe Allen Lang  
Chief Deputy City Attorney

JAL/bam

RECEIVED

JAN 23 2009

AIRPORT ENGINEERING

**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL FEBRUARY 10, 2009**

- a. Pavement and Drainage Improvements for Washington Street, Lewis to English, and Southeast 48" Waterline, Phase 1C from Washington and Waterman to Lewis and Ida and Sanitary Sewer Modifications at Washington and Waterman (east of Broadway, north of Kellogg) (472-84657/706997/751422/633806/633807/620532/208462/485313/758004/759005/668650) See Special Provisions. (District I) - \$3,400,972.00
- b. Water Distribution System for 68th Street South, Minnesota & Cider to serve Dave Waters and Hale Additions (east of Hydraulic, south of 63rd Street South) (448-90397/735424/470097) Traffic to be maintained using flagpersons & barricades. (District III) - \$257,600.00

**City of Wichita  
City Council Meeting  
February 10, 2009**

**TO:** Mayor and City Council Members

**SUBJECT:** Petition for a Sanitary Sewer Main to serve an Unplatted Tract (north of 29<sup>th</sup> St. North, east of Greenwich) (District II)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

---

**Recommendation:** Approve the new Petition.

**Background:** On December 16, 2008, the City Council approved a petition to construct a sanitary sewer to serve a new development located north of 29<sup>th</sup> St. North, east of Greenwich. An attempt to award a construction contract within the budget set by the Petition was not successful. The developer has submitted a new Petition with an increased budget. The Petition has been signed by one owner representing 100% of the improvement district.

**Analysis:** The project will extend a sanitary sewer main to a new development located north of 29<sup>th</sup> St. North, east of Greenwich.

**Financial Considerations:** The existing Petition totals \$329,000 with \$65,340 paid by special assessments and \$263,660 paid by the Sewer Utility. The portion paid by special assessments is the main benefit fee of \$0.05 per square foot of ownership. The new Petition totals \$605,000 with \$65,340 paid by special assessments and \$539,660 paid by the Sewer Utility. The Utility's share of the cost will be reduced in the future as the surrounding area is developed and is assessed the main benefit fee.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing sanitary sewer main improvements required for new development.

**Legal Considerations:** State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

**Recommendations/Actions:** It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

**Attachments:** Map, Petition and Resolution.

First Published in the Wichita Eagle on February 13, 2009

RESOLUTION NO. 09-039

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF MAIN 29, WAR INDUSTRIES SEWER (NORTH OF 29TH ST. NORTH, EAST OF GREENWICH) 468-84560 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF MAIN 29, WAR INDUSTRIES SEWER (NORTH OF 29TH ST. NORTH, EAST OF GREENWICH) 468-84560 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 08-533 adopted on December 16, 2008 and Resolution No. 09-035 adopted on February 3, 2009 are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Main 29, War Industries Sewer (north of 29th St. North, east of Greenwich) 468-84560.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Six Hundred Five Thousand Dollars (\$605,000) exclusive of the cost of interest on borrowed money. The Benefit District shall be responsible for paying Sixty-Five Thousand Three Hundred Forty Dollars (\$65,340) of the total cost of the foregoing improvements, such amount representing a \$0.05 per square foot sanitary sewer main benefit fee assessment. The remaining cost of the improvements shall be payable from other available funds of the City, including available and unencumbered funds of the Water and Sewer Utility and proceeds of Water and Sewer Utility Revenue Bonds. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after December 1, 2008, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

UNPLATTED TRACT "A"

The south 1000.00 feet of the west 1366.80 feet of the N ½ of the SW ¼ of Sec. 34, Twp. 26-S, R-2-E of the 6th P.M., Sedgwick County, Kansas, except the west 60.00 feet thereof.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: UNPLATTED TRACT 'A' shall pay 100 percent of Sixty-Five Thousand Three Hundred Forty Dollars (\$65,340) of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 10<sup>th</sup> day of February, 2009.

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CARL BREWER, MAYOR

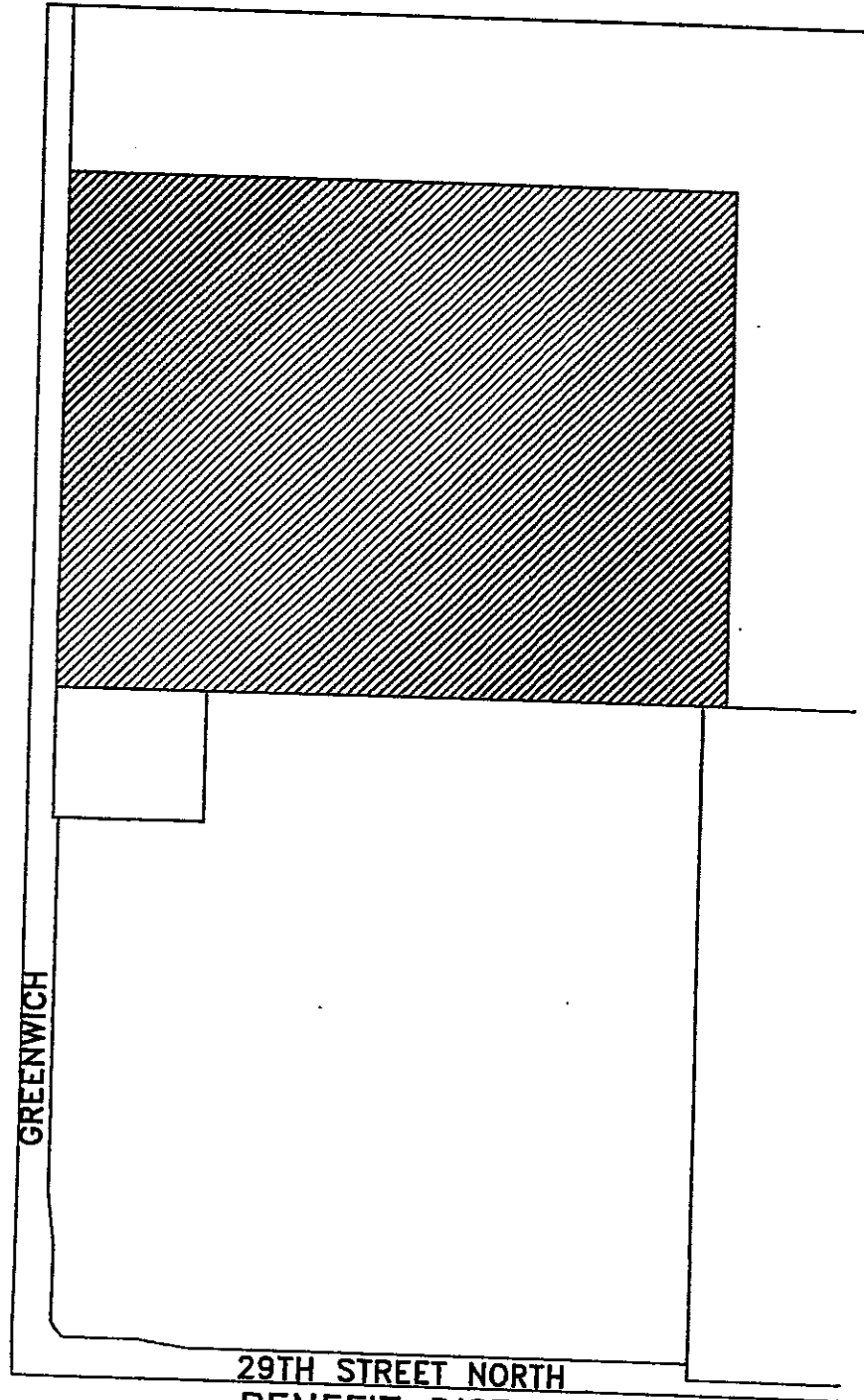
ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)

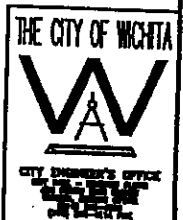
# UNPLATTED TRACT



BENEFIT DISTRICT

BENEFIT DISTRICT

(ACTUAL ALIGNMENT TO BE  
DETERMINED BY DESIGN ENGINEER)



**SANITARY SEWER MAIN PETITION**  
(Outside Corporate Limits)

REVISED

To the Mayor and City Council  
Wichita, Kansas

PROJ. #468-84560  
MAIN 29, W.I.S.

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

**UNPLATTED TRACT "A"**

The south 1000.00 feet of the west 1366.80 feet of the N1/2 of the SW1/4 of Sec. 34, Twp. 26-S, R-2-E of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, except the west 60.00 feet thereof.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a sanitary sewer main in Greenwich Road to serve the area described above, (the "Benefit District") as well as additional property, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Six Hundred Five Thousand Dollars (\$605,000), exclusive of the interest on borrowed money. The Benefit District shall be responsible for paying Sixty-Five Thousand Three Hundred Forty Dollars (\$65,340.00) of the total cost of the foregoing improvements, such amount representing a \$0.05 per square foot sanitary sewer main benefit fee assessment. The remaining cost of the improvements shall be payable from other available funds of the City, including available and unencumbered funds of the Water and Sewer Utility and proceeds of Water and Sewer Utility Revenue Bonds. Said estimated cost as above set forth may be increased at the pro rata rate of 1 percent per month from and after December 1, 2008.
- (c) That the Benefit District described above shall be constituted as an improvement district against which shall be assessed the actual cost of the improvement for which the Benefit District is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In

FEB 02 2009

CITY - ENGINEERING

addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the Benefit District shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: UNPLATTED TRACT 'A' shall pay 100 percent of Sixty-Five Thousand Three Hundred Forty Dollars (\$65,340.00) of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (a) both a majority of owners of record, and the owners of record of more than half the area liable for assessments outside the corporate limits of the City of Wichita, Kansas, and also (b) either (I) a majority of the resident owners of record or (II) the resident owners of record of more than one-half of the area liable for assessment within the corporate limits of the City of Wichita, Kansas, or (III) the owners of record

(whether resident or not) of more than one-half the area liable for assessment within the corporate limits of the City of Wichita, Kansas.

Petitions for projects which are partially within the corporate limits of Wichita shall be commenced only upon a petition found sufficient by the provisions of K.S.A. 12-6a04, except that for the purpose of determining the sufficiency of the signatures to such petitions, only that area which is outside the corporate limits of Wichita shall be considered to constitute the proposed improvement district.

5. The owners of land covered hereunder outside the corporate limits of Wichita do hereby petition, consent to and request annexation of such lands by The City at such time as it determines appropriate (as contemplated in K.S.A. 12-519 et. Seq.). Until such time as the annexation occurs, the owners covenant and agree they will not seek incorporation as a separate city nor annexation to any other city, land or any part thereof. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION

SIGNATURE

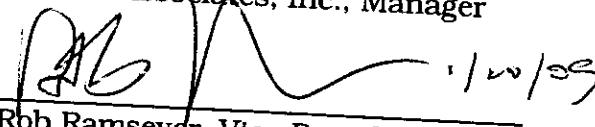
DATE

UNPLATTED TRACT 'A'

Greenwich Investments, LLC

By: Ritchie Associates, Inc., Manager

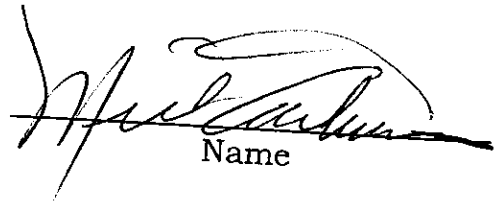
By:

  
Rob Ramseyer, Vice-President

1/20/09

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

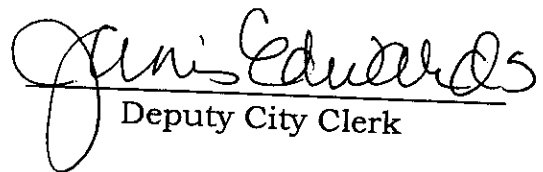
  
Name

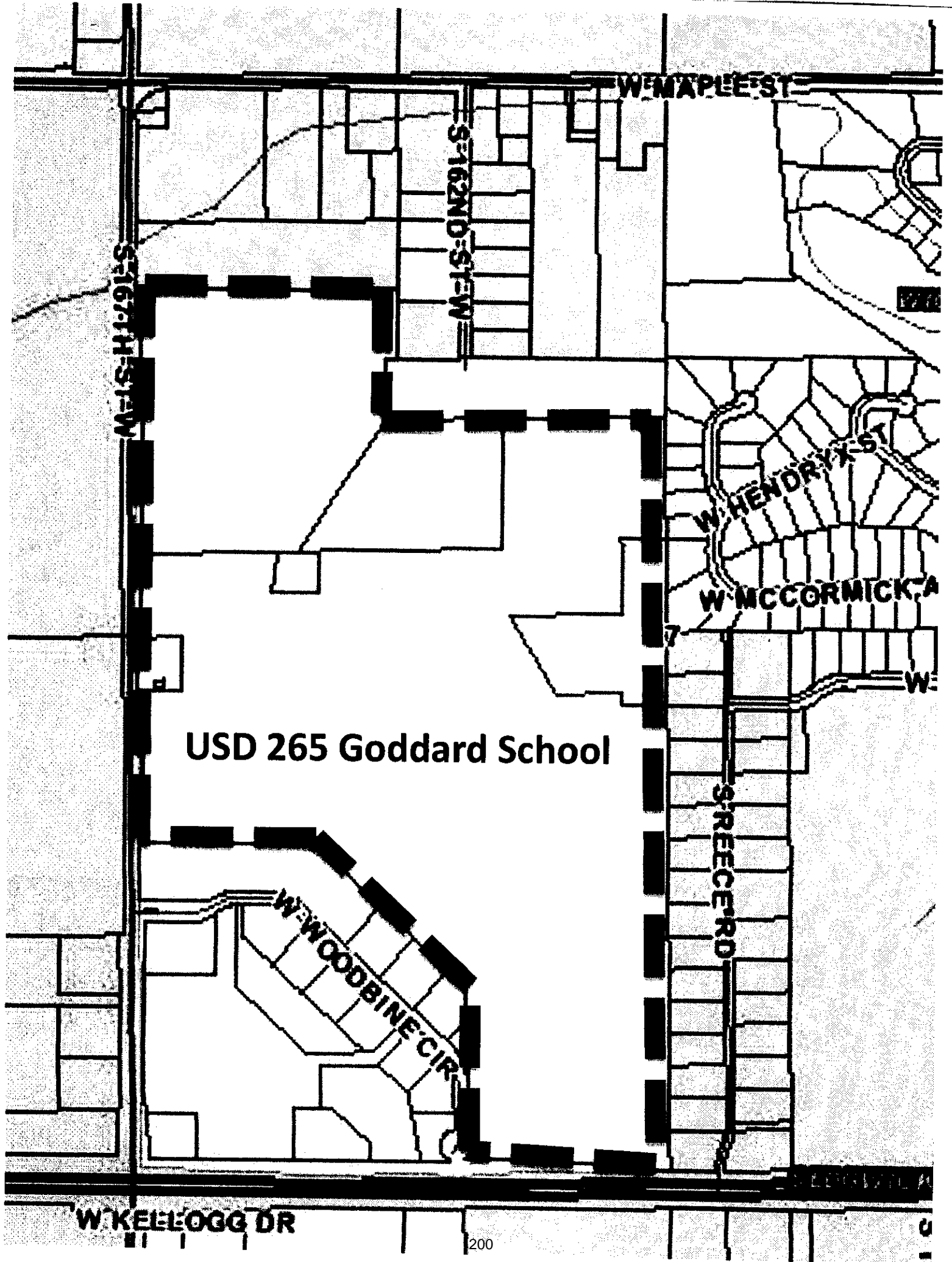
Baughman Company, P.A.  
315 Ellis, Wichita, KS 67211  
Address

262-7271  
Telephone No.

Sworn to and subscribed before me this 2 day of February  
2009.



  
Deputy City Clerk



W MAPLE ST

S 162ND ST

S 162ND ST

W HENDRY ST

W MCCORMICK AVE

1270

1271

W

USD 265 Goddard School

S RECARD ST

W WOODBINE CIR

W KELLOGG DR

# CAPITAL IMPROVEMENT

## PROJECT AUTHORIZATION

### CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

X
---

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 1/22/2009	4. Project Description & Location Sanitary Sewer in Goddard 2nd Addition
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required	As Required		
12. Project Cost Estimate			
ITEM	GO	SA	OTHER * TOTAL
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage			
Sanitary Sewer		\$374,984	\$374,984
Sidewalk			
Water			
Other			
Totals		\$374,984	\$374,984
Total CIP Amount Budgeted			
Total Prelim. Estimate			

Platting Required	Yes	No
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition  
\* Sanitary Sewer Utility  
Lateral 59, CIS  
468-84566

13. Recommendation: Approve the petition and adopt the Resolution

Division Head <i>Jan Amour</i>	Department Head <i>C. M. C.</i>	Budget Officer <i>Christine A. Hall</i>	City Manager
		Date 1/26/09	Date

RECEIVED

JAN 26 '09

SANITARY SEWER PETITION  
(12/02/08)

CITY CLERK OFFICE

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

GODDARD SCHOOL 2ND ADDITION  
Lot 1, Block 1

468-84566

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being One Hundred Seventy-Two Thousand Three Hundred Fifty Dollars (\$172,350.00), with (100%) one hundred percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata rate of 1 percent per month from and after January 1, 2009.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Two Hundred Two Thousand Thirty-Four Dollars (\$202,634.00).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

Lateral 59,

CIS

(North of  
Kellogg, East  
of

167th St  
(West)

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

Lot 1, Block 1, Goddard School 2nd Addition shall pay 100% of the cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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GODDARD SCHOOL 2ND ADDITION UNIFIED SCHOOL DISTRICT NO. 265, GODDARD, SEDGWICK COUNTY, KANSAS		
--	--	--

BLOCK 1  
Lot 1

By:   
Kevin McWhorter, Board President

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief.

Lyndy Rector  
Name

455 N. Main  
Address

268-4858  
Telephone Number

Sworn to and subscribed before me this 26 day of January, 2009.



Janis Edwards  
Deputy City Clerk

City of Wichita  
City Council Meeting  
February 10, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Petition to construct a Sanitary Sewer for Goddard School 2nd Addition (north of Kellogg, east of 167th St. West) (District V)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

-----  
**Recommendation:** Approve the Petition.

**Background:** The Petition has been signed by one owner representing 100% of the improvement district.

**Analysis:** The project will provide a sanitary sewer for a new school.

**Financial Considerations:** The Petition totals \$374,984. The funding source is special assessments.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing for the construction of a sanitary sewer in a new development.

**Legal Considerations:** State Statutes provide that a Petition is valid if signed by a majority of resident property owners or by owners of the majority of property in the improvement district.

**Recommendations/Actions:** It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

**Attachments:** Map, CIP Sheet, Resolution and Petition.

First Published in the Wichita Eagle on February 13, 2009

RESOLUTION NO. 09-040

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 59, COWSKIN INTERCEPTOR SEWER, (NORTH OF KELLOGG, EAST OF 167TH ST. WEST) 468-84566 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 59, COWSKIN INTERCEPTOR SEWER, (NORTH OF KELLOGG, EAST OF 167TH ST. WEST) 468-84566 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 59, Cowskin Interceptor Sewer, (north of Kellogg, east of 167th St. West) 468-84566.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Seventy-Two Thousand Three Hundred Fifty Dollars (\$172,350) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after January 1, 2009 exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvements district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Two Hundred Two Thousand Six Hundred Thirty-Four Dollars (\$202,634)

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

GODDARD SCHOOL 2ND ADDITION

Lot 1, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 1, GODDARD SCHOOL 2ND ADDITION, shall pay 100 of the cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 10<sup>th</sup> day of February, 2009.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)

**City of Wichita  
City Council Meeting  
February 10, 2009**

**TO:** Mayor and City Council Members

**SUBJECT:** Petition to construct a Storm Water Drain in Two Unplatted Tracts (north of Kellogg, east of Maize) (District V)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

.....

**Recommendation:** Approve the Petition.

**Background:** The Petition has been signed by two owners representing 100% of the improvement district.

**Analysis:** The project will provide a storm water drain in a new commercial development located north of Kellogg, east of Maize.

**Financial Considerations:** The Petition totals \$695,000. The funding source is special assessments.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing for the construction of a storm water drain in a new commercial development.

**Legal Considerations:** State Statutes provide that a Petition is valid if signed by a majority of resident property owners or by owners of the majority of property in the improvement district.

**Recommendation/Action:** It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

**Attachments:** Map, CIP Sheet, Resolution and Petition.

First Published in the Wichita Eagle on February 13, 2009

RESOLUTION NO. 09-041

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 354 (NORTH OF KELLOGG, EAST OF MAIZE) 468-84575 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 354 (NORTH OF KELLOGG, EAST OF MAIZE) 468-84575 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Drain No. 354 (north of Kellogg, east of Maize) 468-84575.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Six Hundred Ninety-Five Thousand Dollars (\$695,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after January 1, 2009, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

TRACT A

Parcel 1A

That part of the SW1/4 Section 29, Township 27, South, Range 1 West of the 6th P.M. Sedgwick County, Kansas described as Beginning at the N.E. corner of Lot 1, Block A, Kansas State Bank Addition, Wichita Sedgwick County, Kansas being a common corner of the S.E. corner of Lot 8, Verda Vista Sedgwick County, Kansas; thence N88°20'30"E along the common line as extended East, 200 feet; thence S01°18'15"E, 275 feet; thence N88°20'30"E, 399.5 feet; thence N01°18'15"W, 275 feet; thence N88°20'30"E, 205.96 feet; thence S14°10'35"E, 401.95 feet to a point 40 feet North of the North line of U.S. 54 Highway as deeded on Film 2144, Page 1847; thence N74°04'48"E parallel with and 40 feet North of said U.S. 54 Highway, 258.59 to a point on the West line of Miles Lakewood Village Second Addition, Wichita Sedgwick County, Kansas; thence S01°28'11"E along the West line of said Miles Lakewood Village Second Addition, and Davis Moore 12th Addition, Wichita Sedgwick County, Kansas, 41.31 feet to a point on the North line of said U.S. 54 Highway; thence S74°04'48"W along said U.S. 54 Highway, 419.31 feet; thence S15°55'12"E, 125 feet; thence S71°17'23"W, 324.5 feet; thence S76°05'36"W, 210.7 feet; thence S83°50'05"W, 19.89 feet to the S.E. corner Lot 1, Block A, Quiktrip 10th Addition, Wichita, Sedgwick County, Kansas; thence N01°19'41"W, 236.41 feet to the N.E. corner of said Quiktrip 10th Addition; thence S88°12'33"W along the North line of said Quiktrip 10th and the North line of Lot 1, Block A, Quiktrip 8th Addition, Wichita, Sedgwick County, Kansas, 236 feet to a bend point in the East line of said Quiktrip 8th Addition; thence N01°18'15"W along the East line of said Quiktrip 8th Addition and said Kansas State Bank Addition, 500 feet to the point of beginning.

Said tract contains 414,279 square feet more or less.

TRACT B

Parcel 1B

That part of the SW1/4 Section 29, Township 27, South, Range 1 West of the 6th P.M. Sedgwick County, Kansas described as Commencing at the N.E. corner of Lot 1, Block A, Kansas State Bank Addition, Wichita Sedgwick County, Kansas being a common corner of the S.E. corner of Lot 8, Verda Vista Sedgwick County, Kansas; thence N88°20'30"E along the common line as extended East, 200 feet to the Point of Beginning thence continuing N88°20'30"E, 399.5 feet; thence S01°18'15"E, 275 feet; thence S88°20'30"W, 399.5 feet; thence N01°18'15"W, 275 feet to the point of beginning; ALONG WITH,

Parcel 2

That part of the SW1/4 Section 29, Township 27, South, Range 1 West of the 6th P.M. Sedgwick County, Kansas and Lot 5, Verda Vista, Sedgwick County, Kansas all being described as Beginning at the N.E. corner of Lot 1, Block A, Kansas State Bank Addition, Wichita Sedgwick County, Kansas being a common corner of the S.E. corner of Lot 8, Verda Vista Sedgwick County, Kansas; thence N88°20'30"E along the common line as extended East, 659.8 feet to a point on the West line of a Ponding and Overland Flowage Easement filed on DOC#/FLM-PG: 28652650; thence N12°55'02"W along said Easement, 59.72 feet; thence continuing along said Easement N36°46'09"W, 96.11 feet; thence N51°17'57"W, 146.12 feet; thence N35°39'24"W, 95.48 feet; thence N16°26'04"W, 101.68 feet; thence N11°19'07"W, 120.39 feet along the West line of a Ponding and Overland Flowage Easement filed on DOC#/FLM-PG: 28652650, and DOC#/FLM-PG: 28652651; thence continuing N22°33'08"W, along said DOC#/FLM-PG: 28652651, 179.57 feet; thence N16°20'54"W, 124.1 feet; thence N25°52'23"E, 38.55 feet more or less to a point on the South line of the North 40 acres of the SW1/4 of said Section 29; thence S88°20'41"W along the South line of the North 40 acres of said SW1/4, 299.04 feet to a point 270 feet East of the West line of said SW1/4, said point being 30 feet North of the N.E. corner of Lot 1, Verda Vista Sedgwick County, Kansas; thence S01°18'15"E along the East line of said Verda Vista, 450 feet to the N.E. corner of Lot 5, in said Verda Vista; thence S88°20'41"W, 220 feet to the N.W. corner of said Lot 5; thence S01°18'15"E, 100 feet to the S.W. corner of said Lot 5; thence N88°20'41"E, 220 feet to the S.E. corner of said Lot 5; thence S01°18'15"E, 300 feet to the point of beginning.

Said tract contains 495,992 square feet more or less.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: TRACT A shall pay 667/1000 and TRACT B shall pay 333/1000

Where the ownership of a Tract divided into two or more parcels, the assessment to the lot so divided shall be assessed to each owner or parcel within such subdivided tract on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 10<sup>th</sup> day of February, 2009.

---

CARL BREWER, MAYOR

ATTEST:

---

KAREN SUBLETT, CITY CLERK

(SEAL)

City of Wichita  
City Council Meeting  
February 10, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Supplemental Agreement for West Street from Maple to Central  
(Districts IV & VI)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

-----

**Recommendation:** Approve the Supplemental Agreement.

**Background:** On May 4, 2004, the City entered into an Agreement with Baughman Company, P.A. for designing improvements to West Street from Maple to Central. The fee was \$209,300. On February 7, 2006, the City Council approved Supplemental No. 1 to include the intersection of West and Central. The fee was \$57,500.

**Analysis:** Additional design work is needed to extend a large box culvert under West Street that was to have been built with a future project. Additional design work is also needed for the relocation of utilities not known to exist when the original design contract was negotiated, acquisition of right-of-way and plan changes needed to position this project for federal funding for a portion of the project now and for the entire project should the economic stimulus money become available. Supplemental Agreement No. 2 has been prepared to authorize the additional design work.

**Financial Considerations:** Payment to Baughman for Supplemental Agreement No. 2 will be made on a lump sum basis of \$97,700, and will be paid by General Obligations Bonds.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic safety and capacity along a major roadway in west Wichita.

**Legal Considerations:** The Supplemental Agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

**Attachment:** Supplemental Agreement.

SUPPLEMENTAL AGREEMENT NO. 2  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 4, 2004  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
BAUGHMAN COMPANY, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 4, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **WEST STREET FROM MAPLE TO CENTRAL** (Project No. 472 83997)

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

- Extension of the box culvert through the project corridor including additional sewer line design work at 2nd Street to accommodate the box extension.
- Additional project meetings to facilitate utility relocations.
- Extensive utility company routing and coordination.
- Additional printings for City requested utility meetings.
- Additional exhibit requests for property acquisitions including right-of-way staking.
- Separate breakout for 2nd Street intersection of KDOT Safety Money Project.

- Cost escalations for time elapsed due to delays beyond the ENGINEER control.

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **\$97,700.00.**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF WICHITA

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY

\_\_\_\_\_  
N. Brent Wooten, President

ATTEST:

\_\_\_\_\_

**Agenda Item No. XII-7b.**

**City of Wichita  
City Council Meeting  
February 10, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Agreement to Respread Assessments: Falcon Falls 4<sup>th</sup> Addition (west of Hillside Ave between 45<sup>th</sup> St N and 53<sup>rd</sup> St N) (District I)

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

---

**Recommendation:** Approve the Agreement.

**Background:** The landowners, Heights, LLC and Falcon Falls Homeowners' Association have submitted an Agreement to respread special assessments within the Addition.

**Analysis:** The land was originally included in improvement districts for Sanitary Sewer Main #13, Part E, Lateral 7, Main 13, Sanitary Sewer #23, Lateral 9, Main 13, Sanitary Sewer #23, Storm Water Drain #275, Storm Water Sewer #618, Water Distribution System, Water Main Improvements, and Paving Improvements. The purpose of the Agreement is to respread special assessments on a fractional basis for each lot. Without the Agreement, the assessments will be spread on a square foot basis.

**Financial Considerations:** There is no cost to the City.

**Goal Impact:** The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of home ownership.

**Legal Considerations:** The Agreement has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

**Attachments:** One original and 14 copies of the Respread Agreement.

AGREEMENT  
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS  
Party of the First Part

And  
Heights, L.L.C., and  
Falcon Falls Homeowners' Association,  
Parties of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area west of Hillside Ave. between 45<sup>th</sup> St. N. and 53<sup>rd</sup> St. N., within the City Limits of the City of Wichita; and

WHEREAS, Parties of the Second Part have platted Falcon Falls 4<sup>th</sup> Addition; and

WHEREAS, Parties of the Second Part are the landowners of all or part of the improvement district; and desires that a reassessment be made; and

WHEREAS, Party of the First Part and Parties of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Key Number C-61090, Key Number C-61091, and Key Number C-61092 were part of the improvement district for the following City Projects:

Sanitary Sewer Main #13, Part E  
Project No. 468-83457

Lateral 7, Main 13, Sanitary Sewer #23  
Project No. 468-84066

Lateral 9, Main 13, Sanitary Sewer #23  
Project No. 468-84096

Storm Water Drain #275  
Project No. 468-84067

Storm Water Sewer #618  
Project No. 468-84099

Water Distribution System  
Project No. 448-90128

Water Main Improvements  
Project No. 448-90105

Paving Improvements  
Project No. 472-84324

2. The Parties agree to make a reassessment for said projects in the following manner:

Lots 1 and 2, Block A, and Reserve "A",  
Falcon Falls 4th Addition, Wichita, Sedgwick County, Kansas, shall each pay 1/3 of the  
total cost apportioned to the property described above.

3. The Parties of the Second Part are the owners of the property described in Section One  
above and said Parties of the Second Part hereby waive the notice and hearing requirements of  
K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

4. The Parties of the Second Part further waive their right to appeal the special  
assessments for the above mentioned projects (including the described reassessment) and agree  
that no suit to set aside said assessment shall be brought by them nor shall they in any other way  
bring an action to question the validity of the proceedings taken by the Party of the First Part in  
levying the special assessments therefore.

5. The Parties of the Second Part further agree that they will indemnify the Party of the  
First Part against any and all costs, expenses, claims and adjustments for which the Party of the  
First Part is held responsible or which are entered against the Party of the First Part arising out as  
a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

The City of Wichita, Kansas

By: \_\_\_\_\_  
Carl Brewer, Mayor  
Party of the First Part

Approved as to form:

Attest:

\_\_\_\_\_  
Director of Law

\_\_\_\_\_  
City Clerk

STATE OF KANSAS           )  
SEDGWICK COUNTY       )       SS:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, as Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires: \_\_\_\_\_

Parties of the Second Part:

Heights, L.L.C.

Falcon Falls Homeowners' Association

By: 

Jay W. Russell, Managing Member

By: 

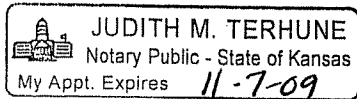
Justin Pretzer, President

STATE OF KANSAS )  
COUNTY OF SEDGWICK )

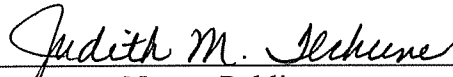
SS:

BE IT REMEMBERED, that on this 8<sup>th</sup> day of October, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Managing Member of Heights, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



(My Appointment Expires: 11-7-09)

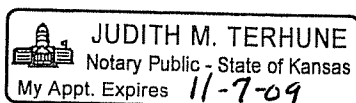
  
Notary Public

STATE OF KANSAS )  
COUNTY OF SEDGWICK )

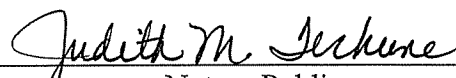
SS:

BE IT REMEMBERED, that on this 7<sup>th</sup> day of November, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Justin Pretzer, as President of the Falcon Falls Homeowners' Association, a Kansas not for profit corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



(My Appointment Expires: 11-7-09)

  
Notary Public

**City of Wichita**  
**City Council Meeting**  
February 10, 2009

**TO:** Mayor and City Council

**SUBJECT:** Hess Electrical Improvements – Change Order

**INITIATED BY:** Wichita Water Utilities

**AGENDA:** Consent

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**Recommendation:** Approve Change Order No. 2 with Shelley Electric, Inc. for Hess Pump Station electrical improvements.

**Background:** On November 20, 2007, the City Council approved a Contract with Shelley Electric, Inc. to construct electrical improvements to the Hess Pump Station. Change Order No. 1 in the amount of \$17,600 was approved by City Council on May 13, 2008.

**Analysis:** Hess Pump Station is a vital component of the City's water system. The project will replace three (3) of the pump station's eight (8) motors, replace two (2) variable speed drives and replace most of the electrical components in the pump station. Change Order No. 2 includes:

- modifications to the existing cooling ducts
- relocation of an existing thermostat and addition of a new thermostat
- modification of the operational sequence
- addition of capability to read the two station header pressures at the adjustable frequency drives
- providing larger relays with a larger enclosure
- addition of work related to coordination with the generator project at Hess Pump Station

**Financial Consideration:** The original Contract amount was \$2,476,425. Change Order No. 1 increased the Contract by \$17,600 for a total of \$2,494,025. Change Order No. 2 will increase the Contract by \$47,465, or 1.9 percent, to \$2,541,490. The cost breakdown for Change Order No. 2:

- modifications to the existing cooling ducts, \$2,333.00
- relocation of existing thermostat and addition of new thermostat, \$1,382.00
- modification of the operational sequence, \$3,001.00
- capability to read the two station header pressures at the adjustable frequency drives, \$1,163.00
- providing larger relays with a larger enclosure, \$6,207.00
- addition of work related to coordination with the generator project, \$33,379.00

Funds are available in CIP W-902, Hess Electrical Improvements.

**Goal Impact:** The Change Order will ensure efficient infrastructure by providing reliable, compliant and secure utilities. The project helps to assure that adequate water pressures are maintained throughout the distribution system.

**Legal Considerations:** The Change Order has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

**Attachments:** Change Order No. 2 with Shelley Electric, Inc.

CITY OF WICHITA, KANSAS  
HESS PUMPING STATION ELECTRICAL IMPROVEMENTS

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CHANGE ORDER NO. 2

This Change Order No. 2 covers adjustments to the Contract Price and Contract Time which resulted from the changes in the work described herein.

ITEM CO2-1. REQUEST FOR PROPOSAL NO. 3 – Redirect Air Cooling Ducts

Initiated by: Owner

This change includes modifying the air cooling ducts as required in order for the resulting air discharge to be above the Allen Bradley AFD-3 Aux equipment lineup. This will allow the cooling air to reach the new AFD-3 and AFD-1 lineups. This change results in an increase in Contract Price of \$2,333.00, and no change in Contract Time.

ITEM CO2-2. REQUEST FOR PROPOSAL NO. 4A – Relocate Thermostat

Initiated by: Owner

This change includes the relocation of the existing thermostat T1 to a new location to more accurately read temperature in the Pump Station. This includes field routing the 3/4" RGS conduit. In addition, a new thermostat T2 shall be installed on the north side of the north wall of the battery room. This change results in an increase in Contract Price of \$1,382.00, and no change in Contract Time.

ITEM CO2-3. REQUEST FOR PROPOSAL NO. 4B – Change Sequence of Operation

Initiated by: Owner

This change includes modifying the sequence of operation to change the set points of the six stages of mechanical cooling for the existing and new condensing units. This change results in an increase in Contract Price of \$3,001.00, and no change in Contract Time.

ITEM CO2-4. REQUEST FOR PROPOSAL NO. 5 – Header Pressure Readout

Initiated by: Owner

This change includes adding the capability to read the two station header pressures at the front of each AFD when the operator adjusts the pump speed manually. A signal booster/isolator will be required for each signal to boost and isolate the signal from the digital indicators provided on the Allen-Bradley AFDs and shall be installed in the Hess

P.S. PLC Control Panel; one to isolate the pressure for the South header pipe and one for the North header pipe. The signals will be routed through the new pumping station PLC enclosure. This change results in an increase in Contract Price of \$1,163.00, and no change in Contract Time.

ITEM CO2-5. REQUEST FOR PROPOSAL NO. 6 – Larger Relays and Enclosure

Initiated by: Engineer/Contractor

This change includes providing larger relays to handle the DC current and therefore providing a larger enclosure. This change results in an increase in Contract Price of \$6207.00, and no change in Contract Time.

ITEM CO2-6. REQUEST FOR PROPOSAL NO. 7 – Generator Project Changes

Initiated by: Owner

This change includes all work related to coordination with the Generator Project (PEC#20-06030-03C) at the Hess Pumping Station. Changes include extending the two 8kV circuits an extra 110 ft to the Generator Building where the new substation breakers will be located. This change results in an increase in Contract Price of \$33,379.00. Change in Contract Time shall change the substantial completion date to match the substantial completion date of the generator project. This will only extend substantial completion for items related to the generator work. All pumps will still be required to be operational by April 1, 2009.

CITY OF WICHITA, KANSAS  
HESS PUMPING STATION ELECTRICAL IMPROVEMENTS

CHANGE ORDER NO. 2

COST SUMMARY

The Contract Price shall be modified as follows as a result of the changes described by this modification request. Additions to the Contract amount are indicated by a "+" in front of the amount, deductions by a "-".

<u>Item</u>	<u>Description</u>	<u>Increase/Decrease In Contract Price (+/-)</u>
CO2-1	RFP No. 3 - Redirect Air Cooling Ducts	+\$2,333.00
CO2-2	RFP No. 4A – Relocate Thermostat	+\$1,382.00
CO2-3	RFP No. 4B – Change Sequence of Operation	+\$3,001.00
CO2-4	RFP No. 5 – Header Pressure Readout	+\$1,163.00
CO2-5	RFP No. 6 – Larger Relays and Enclosure	+\$6,207.00
CO2-6	RFP No. 7 – Generator Project Changes	<u>+\$33,379.00</u>
NET CHANGE IN CONTRACT PRICE		\$+47,465.00
BID AMOUNT OF ORIGINAL CONTRACT		\$2,476,425.00
PREVIOUS CHANGE ORDER ADJUSTMENTS		<u>\$17,600.00</u>
CURRENT CONTRACT AMOUNT		\$2,494,025.00
CHANGE ORDER NO. 2		<u>+\$47,465.00</u>
ADJUSTED CONTRACT AMOUNT		\$2,541,490.00

City of Wichita  
Hess PS Electrical Improvements

CO2-3

12/18/08

CITY OF WICHITA, KANSAS  
HESS PUMPING STATION ELECTRICAL IMPROVEMENTS

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CHANGE ORDER NO. 2

TIME SUMMARY

There shall be an adjustment to Contract Times as a result of the changes identified above. Project tasks that have a completion date dependent on activities associated with the Generator Project (PEC#20-06030-03C) shall have the same Substantial Completion date as the Generator Project, August 1, 2009. Such tasks are mainly related to extending the two 8kV circuits an extra 110 feet to the Generator Building where the new substation breakers will be located. Substantial Completion will remain the same as stated in the Contract Documents for all other project tasks including the requirement that all pumps are to be operational by April 1, 2009. The Final Completion date will not change.

This change order includes all costs, direct, indirect, and consequential, and all changes in contract time arising from the work included in items CO2-1 through CO2-6. No additional claims shall be made for changes in contract price or contract time arising from this work items except as allowed by final quantity adjustment based on unit price work items.

All other provisions of the contract remain unchanged.

Agreed to this 23<sup>rd</sup> day of December, 2008

Approved:  
Shelley Electric

By: Godi DeGraffenried

Date: 12/23/08

Approved:  
City of Wichita

By: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form  
May 3 Reburst JSL*

**CONTRACTS & AGREEMENTS  
BLANKET PURCHASE ORDERS RENEWAL OPTIONS  
JANUARY 2009**

COMMODITY TITLE	EXPIRATION	VENDOR NAME	DEPARTMENT	ORIGINAL	RENEWAL OPTIONS
	DATE			CONTRACT DATES	REMAINING
Actuarial Analysis - GASB - Post Employment Benefits Other than Pensions	1/31/2010	Hilb Rogal & Hobbs of Kansas Inc.	Finance	2/6/2006 - 1/31/2007	1 - 1 year option
Batons, ASP and Holders	1/31/2010	Baysinger Police Supply, Inc.	Police	2/7/2008 - 1/31/2009	1 - 1 year option
Envelopes, Send/Return for Water Bills	1/31/2010	Tension Envelope Corporation	Water Utilities	2/10/2004 - 1/31/2005	Annual basis
Mow, Trim and Edge Residential Scattered Lots	1/31/2010	Ace Landscaping and Fencing	City Manager	2/20/2008 - 1/28/2009	1 - 1 year option
Predco Saddles	1/31/2010	Wichita Winwater Works Co.	Water Utilities	2/1/2008 - 1/31/2009	1 - 1 year option
Service Career Awards	1/31/2009	Casco International Inc. dba CA Short Company	Human Resources	2/1/2008 - 1/31/2009	2 - 1 year options
Stakes, Paddles and Wedges	1/31/2010	J & S Wood Enterprises, Inc.	Public Works	2/1/2008 - 1/31/2009	1 - 1 year option
Street Light Maintenance and Repair (City Owned)	1/31/2009	Phillips Southern Electric Co., Inc.	Public Works	2/1/2008 - 1/31/2009	2 - 1 year options
Uniforms - Transit	1/31/2009	Baysinger Police Supply, Inc.	Wichita Transit	2/1/2008 - 1/31/2009	2 - 1 year options
Valley Center Solids Handling Agreement with City of Wichita	1/31/2010	City of Valley Center	Water Utilities	2/1/2008 - 1/31/2009	1 - 1 year option
Waste, Disposal of Bio-Hazard	1/31/2010	Stericycle, Inc.	Police	2/1/2006 - 1/31/2007	Annual basis

**PROFESSIONAL CONTRACTS UNDER \$25,000  
PURCHASE ORDERS FOR JANUARY 2009**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Terracon Consultants Inc.	PO9300095	Construction, Water System, Main and Service Line	9,020.00		
Terracon Consultants Inc.	PO9300099	Construction, Water System, Main and Service Line	21,825.00		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000  
DIRECT PURCHASE ORDERS FOR JANUARY 2009**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Citrix Systems Inc.	DP930007	Software Maintenance/Support	\$27,953.01		
Emphasys Computer Solutions	AV930506	Annual Software Maintenance	\$32,559.77		



**Agenda Item No. XII-12.**

**City of Wichita  
City Council Meeting  
February 10, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Memorandum of Understanding with Correction Counseling of Kansas

**INITIATED BY:** Municipal Court

**AGENDA:** Consent

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**Recommendation:** Approve the Memorandum of Understanding and authorize necessary signatures.

**Background:** The City of Wichita Municipal Court adjudicates misdemeanor criminal offenses and traffic infractions. Presentence investigations are completed prior to sentencing so that criminal history information may be used by Municipal Court Judges as a guide in sentencing decisions. Municipal Court contracts with Correctional Counseling of Kansas for the purpose of performing presentence investigations.

**Analysis:** Law enforcement and other criminal justice agencies are responsible for maintaining the confidentiality of criminal justice information. The management and exchange of confidential criminal justice information is governed by law and monitored by the Kansas Bureau of Investigation (KBI). In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the KBI permits such privatization of traditional law enforcement functions under certain controlled circumstances.

In accordance with KBI guidelines the disclosure of criminal history information between Municipal Court and private entities is permissible under certain conditions. The KBI requires a signed memorandum of understanding between the City of Wichita Municipal Court and any private entity being provided access to criminal history record information.

A Memorandum of Understanding between the City of Wichita and Correctional Counseling of Kansas is required to facilitate access to criminal history record information for the purpose of performing presentence investigations.

**Financial Considerations:** There is no cost associated with this Memorandum of Understanding.

**Goal Impact:** The sharing of criminal history information for the purpose of presentence investigations will enhance public safety and help make Wichita a safe and secure community.

**Legal Considerations:** The Law Department has approved this Memorandum of Understanding as to form.

**Recommendations:** It is recommended that the City Council approve the memorandum of understanding and authorize necessary signatures.

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## MEMORANDUM OF UNDERSTANDING

Between

The City of Wichita, Kansas

and

Correctional Counseling of Kansas

This Memorandum of Understanding (MOU) entered into as of this \_\_\_\_ day of \_\_\_\_ 2009, by and between the City of Wichita and Correctional Counseling of Kansas, establishes an agreement between the City of Wichita, hereinafter called "City" and Correctional Counseling of Kansas, hereinafter called "CCK".

### I. PURPOSE AND SCOPE:

The City provides for prosecution of misdemeanor criminal offenses and traffic infractions in Municipal Court. CCK provides pre-sentence investigation reports and submittals to Municipal Court Judges prior to sentencing so that the criminal history information may be used by the Judges as a guide in sentencing decisions.

The City of Wichita Municipal Court desires to timely provide for the completion of pre-sentence investigations and to decrease the time between disposition and sentencing in misdemeanor cases.

Together, the Parties enter into this Memorandum of Understanding to mutually facilitate access to criminal history record information for the purpose of performing pre-sentence investigations. Accordingly, the City and CCK, operating under this MOU agree as follows:

This collaboration will facilitate the administration of criminal justice by providing Municipal Court Judges with accurate and timely pre-sentence investigation reports for driving under the influence of alcohol and criminal cases.

### II. RESPONSIBILITIES:

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

#### Municipal Court:

- Margie Studemine – 268-4610
- Carol Schneider – 268-4582
- Marie Oldfield – 268-4348
- Donte Martin – 352-4844

#### CCK:

- Shawna Harp-Mobley – 262-3060

The organizations agree to the following tasks for this MOU:

Municipal Court will:

- Provide CCK with referrals in the format of a copy of the disposition sheet, the criminal history record check and the criminal complaint.

CCK will:

- Protect the security and confidentiality of the criminal history records they receive.
- Return all criminal history records to the Court for final destruction.

**III. TERM:**

The term of this MOU is for the duration of CCK's contract with the City and may be extended upon written mutual agreement.

Either organization may terminate this MOU upon thirty (30) days written notice without penalties or liabilities.

**IV. INCORPORATION OF APPENDICES:**

This MOU incorporates the attached CJIS Security Addendum and the attached Pre-sentence Evaluation Reports Contract between CCK and the City.

**V. AUTHORIZATION**

The City of Wichita and Correctional Counseling of Kansas have executed this agreement as of the day and year first above written.

**City of Wichita**

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**Correctional Counseling of Kansas**

\_\_\_\_\_  
Shawna Harp-Mobley

\_\_\_\_\_  
Date

**Approved as to Form:**

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

and Director of Law of the City of Wichita

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the  
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized.

In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements

between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate

such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

(a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

(1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies....

(6) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and

(7) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both

concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized, the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**Note to the 3/2003 edition of Security Addendum:**

Upon its creation in 10/1999, the Security Addendum obligated the contracting parties (and most particularly, the private entity) to abide by numerous federal laws, regulations, and (formal and informal) CJIS Division and CJIS Advisory Policy Board policies. Subsequently, the CJIS Security Policy, which contains many of the relevant portions of those sources, was developed. This compendium resulted in a new Certification being drafted, effective 1/10/2001, which replaced the citation to many of these authorities with the CJIS Security Policy, thereby providing a contracting party with a short and finite list of authorities with which to comply.

Although the Certification was updated, the body of the Security Addendum still contained the old authorities. Additionally, the CJIS Security Policy, which was formerly part of the Policy and Reference Manual, became a separate document. The 3/2003 edition coalesces the body of the Security Addendum (principally in Sections 5.06 and 9.02) with the Certification; it makes no substantive changes.

**Note to the 5/2006 edition of the Security Addendum:**

With the evolution of policies and procedures relevant to CJIS Systems, certain policy documentation must also periodically be updated. These modifications include an update in basic terminology as recently approved by the Advisory Policy Board to reflect references to "CJIS Systems" (replacing "NCIC"), and the "CJIS Systems Agency (CSA)" and "CJIS Systems Officer (CSO)", replacing Control Terminal Agency (CTA) and Control Terminal Officer (CTO), respectively. "Technical security" has been added to elements of a

security program to be administered within the contractual relationship between the contracting governmental agency and the contractor. Clarifying language has been added: in Section 2.03 with regard to initial training, testing and certification of CJIS Systems operators; in Section 2.05 to reflect current policy regarding maintenance of dissemination logs; in Sections 5.06, 9.02, and the Certification Page to delete references to the now obsolete Policy and Reference Manual; and in Section 603(d) to establish that in extenuating circumstances, the CSO may be requested by the contracting government agency to review adverse employment decisions. The Certification Page has also been modified to be consistent with the language in the CJIS Systems User Agreement, in that it now simply requires the signatory to "be familiar with" the contents of the listed authorities. This 5/2006 version should be used henceforth (until superceded) for outsourcing contracts.

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES**

**SECURITY ADDENDUM**

The goal of this document is to provide adequate security for criminal justice systems while under the control or management of a private entity, the Contractor. Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

**1.00 Definitions**

1.01 Administration of criminal justice - the detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. It also includes criminal identification activities; the collection, storage, and dissemination of criminal history record information; and criminal justice employment.

1.02 Agency Coordinator (AC) - a staff member of the Contracting Government Agency, who manages the agreement between the Contractor and agency.

1.03 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.04 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

1.05 CJIS Systems Agency (CSA) - a duly authorized state, federal, international, tribal, or territorial criminal justice agency on the CJIS network providing statewide (or equivalent) service to its criminal justice users with respect to the CJIS data from various systems managed by the FBI CJIS Division. There shall be only one CSA per state or territory. In federal agencies, the CSA may be the interface or switch to other federal agencies connecting to the FBI CJIS systems.

1.06 CJIS Systems Officer (CSO) - an individual located within the CJIS Systems Agency responsible for the administration of the CJIS network for the CJIS Systems Agency.

1.07 Criminal Justice Agency (CJA)- The courts, a governmental agency, or any subunit of a governmental agency which performs the administration of criminal justice pursuant to a statute or executive order and which allocates a substantial part of its annual budget to the administration of criminal justice. State and federal Inspectors General Offices are included.

1.08 Noncriminal Justice Agency (NCJA) - a governmental agency or any subunit thereof that provides services primarily for purposes other than the administration of criminal justice.

1.09 Noncriminal justice purpose - the uses of criminal history records for purposes authorized by federal or state law other than purposes relating to the administration of criminal justice, including employment suitability, licensing determinations, immigration and naturalization matters, and national security clearances.

1.10 Security Addendum - a uniform addendum to an agreement between the government agency and a private contractor, approved by the Attorney General of the United States, which specifically authorizes access to criminal history record information, limits the use of the information to the purposes for which it is provided, ensures the

security and confidentiality of the information consistent with existing regulations and the CJIS Security Policy, provides for sanctions, and contains such other provisions as the Attorney General may require.

## 2.00 Responsibilities of the Contracting Government Agency

2.01 The CGA entering into an agreement with a Contractor is to appoint an AC.

2.02 In instances in which responsibility for a criminal justice system has been delegated by a CJA to a NCJA, which has in turn entered into an agreement with a Contractor, the CJA is to appoint an Agency Liaison to coordinate activities between the CJA and the NCJA and Contractor. The Agency Liaison shall, inter alia, monitor compliance with system security requirements. In instances in which the NCJA's authority is directly from the CSA, there is no requirement for the appointment of an Agency Liaison.

2.03 The AC will be responsible for the supervision and integrity of the system, training and continuing education of employees and operators, scheduling of initial training and testing, and certification testing and all required reports by NCIC.

2.04 The AC has the following responsibilities:

- a. Understand the communications and records capabilities and needs of the Contractor which is accessing federal and state records through or because of its relationship with the CGA;
- b. Participate in related meetings and provide input and comments for system improvement;
- c. Receive information from the CGA (e.g., system updates) and disseminate it to appropriate Contractor employees;
- d. Maintain and update manuals applicable to the effectuation of the agreement, and provide them to the Contractor;
- e. Maintain up-to-date records of employees of the Contractor who access the system, including name, date of birth, social security number, date fingerprint card(s) submitted, date security clearance issued, and date initially trained, tested, certified or recertified (if

applicable);

- f. Train or ensure the training of Contractor personnel. If Contractor personnel access NCIC, schedule the operators for testing or a certification exam with the CSA staff, or AC staff with permission from the CSA staff. Schedule new operators for the certification exam within six (6) months of employment. Schedule certified operators for re-certification testing within thirty (30) days prior to the expiration of certification. Schedule operators for any other mandated class;
- g. The AC will not permit an untrained/untested or non-certified employee of the Contractor to access a CJIS System;
- h. Where appropriate, ensure compliance by the Contractor with NCIC validation requirements;
- i. Provide completed Applicant Fingerprint Cards on each person within the Contractor who accesses the System to the CJA (or, where appropriate, CSA) for criminal background investigation prior to such employee accessing the system; and
- j. Any other responsibility for the AC promulgated by the FBI.

2.05 The CSA shall ensure that all NCIC hot file transactions be maintained on an automated log for a minimum of six months and Interstate Identification Index (III) transactions be maintained on an automated log for a minimum of one year. This automated log must clearly identify the operator on III transactions, the authorized receiving agency, the requester, and any secondary recipient. This information can be captured at log on and can be a name, badge number, serial number, or other unique number.

### 3.00 Responsibilities of the Contractor

3.01 The Contractor shall maintain a security program which complies with this Security Addendum.

3.02 The Contractor shall assign a Security Officer accountable for the management of this security program. This person shall coordinate with the CGA to establish the security program.

3.03 The Contractor shall document the security program in a Security Plan. The Security Plan shall describe the implementation of the security requirements described in this Security Addendum, the associated training program, and the reporting guidelines for documenting and communicating security violations to the CGA. The Security Plan shall be subject to the approval of the CJA, even in instances in which the CGA is the NCJA.

3.04 The Contractor shall provide for a Security Training Program for all Contractor personnel engaged in the management, development, operation, and/or maintenance of criminal justice systems and facilities. Annual refresher training shall also be provided.

3.05 The Contractor shall establish a security violation response and reporting procedure to discover, investigate, document, and report on all security violations. Violations which endanger the security or integrity of the criminal justice system or records located therein must be communicated to the CGA immediately. Minor violations shall be reported to the CGA on a periodic basis, but in no instance less than quarterly. See Section 8.01.

3.06 The Contractor's facilities will be subject to unannounced security inspections performed by the CGA. These facilities are also subject to periodic FBI and state audits.

3.07 The security plan is subject to annual review by the CJA and the Contractor. During this review, efforts will be made to update the program in response to security violations, changes in policies and standards, and/or changes in federal and state law and technology.

3.08 The Contractor and its employees will comply with all federal and state laws, rules, procedures and policies (including the CJIS Security Policy in effect when the contract is executed) formally adopted by the FBI and the CJIS APB, including those governing criminal history record information.

#### 4.00 Site Security

4.01 The Contractor shall dedicate and maintain control of the facilities, or areas of facilities, that support the CGA.

4.02 All terminals physically or logically connected to the computer system accessing NCIC and the criminal justice files must be segregated and screened against unauthorized use or observation.

## 5.00 System Integrity

5.01 Only employees of the Contractor, employees of CGA, the Agency Liaison, and such other persons as may be granted authorization by the CGA shall be permitted access to the system.

5.02 The Contractor shall maintain appropriate and reasonable quality assurance procedures.

5.03 Access to the system shall be available only for official purposes consistent with the appended Agreement. Any dissemination of NCIC data to authorized employees of the Contractor is to be for their official purposes.

5.04 Information contained in or about the system will not be provided to agencies other than the CGA or another entity which is specifically designated in the contract.

5.05 All criminal history record information requests must be authorized by the appended Agreement. A current up-to-date log concerning access and dissemination of criminal history record information shall be maintained at all times by the Contractor.

5.06 The Contractor will ensure that its inquiries of CJIS Systems and any subsequent dissemination conforms with applicable FBI/CJIS policies and regulations, as set forth in (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. All disseminations will be considered as "Unclassified, For Official Use Only."

5.07 The Contractor shall protect against any unauthorized persons gaining access to the equipment, any of the data, or the operational documentation for the criminal justice information system. In no event shall copies of messages or criminal history record information be disseminated other than as envisioned and governed by the appended Agreement.

## 6.00 Personnel Security

6.01 Appropriate background investigations must be conducted on all Contractor employees and the Contractor's vendors which provide system maintenance support.

6.02 Thorough background screening by the CGA is required. This investigation includes submission of a completed applicant

fingerprint card to the FBI through the state identification bureau. State and national record checks by fingerprint identification must be conducted for all personnel who manage, operate, develop, access and maintain criminal justice systems and facilities. Record checks must be completed prior to employment.

6.03 When a request is received by the CSA before system access is granted:

- a. The CGA on whose behalf the Contractor is retained must check state and national arrest and fugitive files. These checks are to be no less stringent than those performed on CJA personnel with access to NCIC.
- b. If a record of any kind is found, the CGA will be formally notified, and system access will be delayed pending review of the criminal history record information. The CGA will in turn notify the Contractor-appointed Security Officer.
- c. When identification of the applicant with a criminal history has been established by fingerprint comparison, the CGA's designee will review the matter. A Contractor employee found to have a criminal record consisting of any felony convictions or of misdemeanor offenses which constitute a general disregard for the law is disqualified. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.
- d. If an adverse employment determination is made, access will be denied and the Contractor-appointed Security Officer will be notified in writing of the access denial. This applicant will not be permitted to work on the contract with the CGA. Disqualified employees and applicants for employment shall be notified of the adverse decisions and the impact that such records had on such decisions. The CGA may request the CSO to review an adverse employment decision in extenuating circumstances.

6.04 The investigation of the applicant's background shall also include contacting of employers (past or present) and personal references.

6.05 The Security Officer shall maintain a list of personnel who

successfully completed the background investigation.

6.06 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

6.07 The CGA shall ensure that each Contractor employee authorized to access CJIS network terminals or information provided therefrom is specially trained in the state and federal laws and rules governing the security and integrity of criminal justice information.

6.08 All visitors to sensitive areas of Contractor facilities must be escorted at all times by a Contractor employee with clearance. Names of all visitors shall be recorded in a visitor log, to include date and time of visit, name of visitor, purpose of visit, name of person visiting, and date and time of departure. The visitor logs shall be maintained for five years following the termination of the contract.

#### 7.00 System Security

7.01 Transmission, processing, and storage of CJA information shall be conducted on dedicated systems. Increased reliance should be placed on technical measures to support the ability to identify and account for all activities on a system and to preserve system integrity.

7.02 The system shall include the following technical security measures:

- a. unique identification and authentication for all interactive sessions;
- b. if warranted by the nature of the contract, advanced authentication techniques in the form of digital signatures and certificates, biometric or encryption for remote communications;
- c. security audit capability for interactive sessions and transaction based logging for message-based sessions; this audit shall be enabled at the system and application level;
- d. access control mechanisms to enable access to be

restricted by object (e.g., data set, volumes, files, records) to include the ability to read, write, or delete the objects;

- e. ORI identification and access control restrictions for message based access;
- f. system and data integrity controls;
- g. access controls on communications devices;
- h. confidentiality controls (e.g., partitioned drives, encryption, and object reuse).

7.03 Data encryption shall be required throughout the network passing through a shared public carrier network.

7.04 The Contractor shall provide for the secure storage and disposal of all hard copy and media associated with the system to prevent access by unauthorized personnel.

7.05 The Contractor shall establish a procedure for sanitizing all fixed storage media (e.g., disks, drives) at the completion of the contract and/or before it is returned for maintenance, disposal or reuse. Sanitization procedures include overwriting the media and/or degaussing the media. If media cannot be successfully sanitized it must be returned to the CGA or destroyed.

## 8.00 Security violations

8.01 Consistent with Section 3.05, the Contractor agrees to inform the CGA of system violations. The Contractor further agrees to immediately remove any employee from assignments covered by this contract for security violations pending investigation. Any violation of system discipline or operational policies related to system discipline are grounds for termination, which shall be immediately reported to the AC in writing.

8.02 The CGA must report security violations to the CSO and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

8.03 Security violations can justify termination of the appended agreement.

8.04 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including the actual NCIC telecommunications link. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing criminal history record information must be deleted or returned to the

CGA.

8.05 The FBI reserves the right to audit the Contractor's operations and procedures at scheduled or unscheduled times. The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

#### 9.00 Miscellaneous provisions

9.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

9.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they provide a minimum basis for the security of the system and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

9.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

9.05 All notices and correspondence shall be forwarded by First Class mail to :

[FBI SA 8/2006]

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Assistant Director  
Criminal Justice Information Services Division, FBI  
1000 Custer Hollow Road  
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or redisseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or redisseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title

[FBI SA 8/2006]

Revised 8-8-06

Contract  
For  
Pre-Sentence Investigation Reports  
Proposal FP60057

This Contract made and entered into this 1st day of August 2006, by and between the City of Wichita, Kansas, a Municipal Corporation, hereinafter called "City", and Correctional Counseling of Kansas, a sole proprietorship, [Vendor Code Number 513702734-002], 806 North Main, Wichita, Kansas, 67203, Telephone Number (316) 262-3060, hereinafter called "Contractor" or "CCK".

**WITNESSETH:**

**WHEREAS**, City provides for prosecution of misdemeanor criminal offenses and traffic infractions through the operations of the City of Wichita Municipal Court; and

**WHEREAS**, City desires to timely provide for the completion of pre-sentence investigations and decrease the time between disposition and sentencing in misdemeanor cases; and

**WHEREAS**, Contractor is able and willing to provide these services as per City's Request for Proposal and Contractor's Response to Formal Proposal (FP600057) and as approved by the City Council on August 1, 2006.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Contractor agrees to provide the following services to the City of Wichita Municipal Court:

- (a) Accept referrals from the Court for pre-sentence investigations;
- (b) Schedule appointments with employers, victims, medical personnel, etc., as appropriate;

(c) Compile data and prepare ~~the~~ pre-Sentence investigation reports for all referrals using the procedures and according to the standards set out in the scope of services section of RFP No. FP600057, ~~incorporated~~

(d) Contractor will be responsible for all typing and all report duplication required by the court. ~~by the court~~ attached as

(e) Contractor will submit payment vouchers to the City on the 1<sup>st</sup> and 15<sup>th</sup> of the month. Exhibit A

2. City agrees to:

- (a) Provide Contractor with referrals in the format of a copy of the disposition sheet, the criminal record check and the criminal complaint;
- (b) Review submitted reports for completeness and appropriateness. The parties agree reports that are incomplete or unsatisfactory, as determined in the discretion of the Probation Office Supervisor or her designee, will be revised by Contractor without additional fee.
- (c) Pay Contractor the sum of sixty-two dollars and fifty cents (\$62.50) for each completed report within 10 working days after receipt of payment voucher;
- (d) Not exceed eight hundred eighty-four (884) referrals to Contractor during the term of this contract.

3. Contractor shall procure and maintain a liability insurance policy which will protect the Contractor from errors, omissions and negligent acts of the Contractor, its agents, officers and employees in the performance of the services to be rendered under this Contract. Such policy of insurance shall be in an amount of not less than \$500,000.00 and shall name the City as an additional insured. Certificates of insurance satisfactory to the City shall be filed by Contractor, and shall be in effect for the duration of the Contract.

4. Contractor agrees to hold the City harmless from any and all claims, suits, action or judgments, brought or entered against the City arising out of Contractor's performance under the terms and conditions of this Contract, including attorney's fees; provided, however, nothing herein shall impose on Contractor any obligation to hold the City harmless from City's own negligence.

5. Contractor shall comply with all the applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts and Agreements, *attached as Exhibit B.* ~~as it may be amended, incorporated herein by reference.~~

6. This Contract shall be for a term commencing August 1, 2006, and ending July 31, 2007, and may be renewed under the same terms and conditions for an additional four (4) one-year periods by the agreement of both parties.

7. This Contract shall not be assigned, nor any of the services provided for herein be further subcontracted without the express written consent of City.

8. The City may terminate this Contract upon thirty (30) days written notice.

This agreement is entered into this 1<sup>st</sup> day of August, 2006.

**IN WITNESS WHEREOF**, the City and Correctional Counseling of Kansas have executed this agreement as of the date first written above.

Attest:

CITY OF WICHITA

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Carlos Mayans, Mayor

Approved as to Form:

CORRECTIONAL COUNSELING OF  
KANSAS (CCK), a sole proprietorship

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law

*Shawna Mobley*  
\_\_\_\_\_  
Shawna Mobley  
Director/Owner

City of Wichita  
City Council Meeting  
February 10, 2009

**TO:** Mayor and City Council

**SUBJECT:** Abatement of Dangerous & Unsafe Structures (Districts I, II, III, IV and VI)

**INITIATED BY:** Office of Central Inspection

**AGENDA:** Consent

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**Recommendation:** Approve the assessments and ordinances.

**Background:** The Office of Central Inspection (OCI) supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board up and secure private property that is in violation of Housing and Building Code standards, after proper notification of the responsible party/parties. A private contractor or City staff performs the work, and the Office of Central Inspection bills the cost to the property owner.

**Analysis:** State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board up abatements in question, and OCI is requesting permission for the Department of Finance to process the necessary special assessments.

**Financial Considerations:** Statements of Charges will be mailed to the property owners on February 27, 2009. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the winter 2009 bonds sold. The principal and interest will then be spread for one year and placed on the 2009 tax roll.

**Goal Impact:** On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Continued revitalization of the Core Area. Dangerous building condemnation actions, including demolitions and emergency property board-ups, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

**Legal Considerations:** The assessments are in accordance with City Code 18.16.070, 18.16.080 and 18.16.090.

**Recommendations/Actions:** It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

**Attachments:** Property List – Special Assessments

<u>Property List</u>	<u>Office of Central Inspection</u>	<u>Amount</u>	<u>District #</u>
1858 S Mosley	emergency board-up	\$152.21	III
255 N Millwood	emergency board-up	\$153.31	IV
927 N Piatt	emergency board-up	\$ 79.16	I
1101 N New York	emergency board-up	\$259.10	I
454 Bleckley	emergency board-up	\$126.60	II
1331 N Green	emergency board-up	\$148.53	I
2807 E Stadium	emergency board-up	\$156.63	I
610 N Oliver	emergency board-up	\$172.07	I
1122 N Poplar	emergency board-up	\$148.54	I
3823 E Funston	emergency board-up	\$282.10	III
1935 S Broadway	emergency board-up	\$294.06	III
1621 Ken Mar	emergency board-up	\$281.97	I
2424 S Victoria	emergency board-up	\$120.70	III
343 N Kansas	emergency board-up	\$212.12	I
211 N Grove	emergency board-up	\$225.51	I
2106 S Osage	emergency board-up	\$86.79	IV
1012 S Market	emergency board-up	\$116.47	I
2349 N Fairview (301 W. 23 <sup>rd</sup> )	emergency board-up	\$120.70	VI
3138 N Park Place	emergency board-up	\$199.06	VI
1054 N Green	emergency board-up	\$77.46	I
211 N Grove	emergency board-up	\$181.98	I
2419 E Mossman	emergency board-up	\$181.61	I
2611 N Park Place	emergency board-up	\$101.53	VI
2625 El Rancho	emergency board-up	\$188.63	III
10 N Oliver	emergency board-up	\$159.49	I
1531 N Minnesota	emergency board-up	\$239.27	I
4240 E Kinkaid	emergency board-up	\$134.75	III
700 N Beech #13	emergency board-up	\$162.00	II
700 N Beech #26	emergency board-up	\$131.47	II
700 N Beech #37	emergency board-up	\$111.19	II
857 N Glendale	emergency board-up	\$161.08	I
1057 N Parkwood	emergency board-up	\$194.67	I
1718 N Ash	emergency board-up	\$167.06	I
1101 N New York	emergency board-up	\$107.58	I
1531 N Minnesota	emergency board-up	\$192.01	I
1209 N Jackson	emergency board-up	\$221.79	VI
1209 N Jackson - Rear	emergency board-up	\$192.29	VI
2655 N Spruce	emergency board-up	\$204.10	I
830 S Topeka	emergency board-up	\$118.67	I
822 N Crestway	emergency board-up	\$292.67	I
1101 N New York	emergency board-up	\$139.58	I
847 N Glendale	emergency board-up	\$108.88	I
2219 E Shadybrook	emergency board-up	\$109.05	I
1804 E 22 <sup>nd</sup> St. N.	emergency board-up	\$300.06	I
1308 N Minneapolis	emergency board-up	\$214.56	I
1139 N Fairview	demolition (condemnation)	\$8,863.27	VI
1807 E 24 <sup>th</sup> St. N.	demolition (condemnation)	\$5,075.00	I

1421 N. Grove	demolition (sealing the City Sewer)	\$315.00	I
1735 N. Green	demolition (sealing the City Sewer)	\$315.00	I
1735 S Main	demolition (condemnation)	\$6,374.00	III
945 N Wabash	demolition (condemnation)	\$7,098.00	I
3811 W Taft	demolition (condemnation)	\$4,533.00	VI
1305 N Grove	demolition (condemnation)	\$5385.00	I
3811 W Taft	additional cost for demolition (condemnation)	\$300.00	IV
945 N. Wabash	gas services removal	\$355.27	I
1305 N. Grove	gas services removal	\$355.27	I
2701 E Mossman	demolition (condemnation)	\$5,748.00	I
708 N Minneapolis	demolition (condemnation)	\$6,627.00	I
1237 N Green	demolition (condemnation)	\$5,789.00	I
1735 S. Main	gas services removal	\$355.27	III
1806 E 12 <sup>th</sup> St. N.	demolition (condemnation)	\$4,665.71	I
1615 N Oliver	demolition (condemnation)	\$5,090.00	I
14621 E Sport of Kings	demolition (condemnation)	\$8,139.00	II
2606 E15 <sup>th</sup> St. N.	demolition (condemnation)	\$7,882.00	I
2601 N Spruce	demolition (condemnation)	\$4,628.00	I
620 N Cleveland	demolition (condemnation)	\$3,436.00	I
158 N Poplar	demolition (condemnation)	\$3,465.00	I
1128 N Poplar	demolition (condemnation)	\$4,065.00	I
1201 N Green	demolition (condemnation)	\$4,257.00	I
1102 N Green	demolition (condemnation)	\$5,801.00	I
620 N. Cleveland	sealing the City Sewer	\$367.50	I
158 N. Poplar	sealing the City Sewer	\$367.50	I
2601 N. Spruce	sealing the City Sewer	\$367.50	I
2606 E. 15 <sup>th</sup>	sealing the City Sewer	\$367.50	I
14621 E. Sport of Kings	sealing the City Sewer	\$367.50	II
3723 E Funston	demolition (condemnation)	\$6,798.33	III
1334 S. Bluffview	demolition (condemnation)	\$4,734.33	III
411 W. University	demolition (condemnation)	\$6,076.33	IV
1701 N Grove	demolition (condemnation)	\$8,404.00	I
1237 N Mathewson	demolition (condemnation)	\$8,395.00	I
1138 N Ash	demolition (condemnation)	\$4,699.00	I
1314 N Lorraine	demolition (condemnation)	\$5,069.33	I
1338 N Green	demolition (condemnation)	\$4,332.00	I
1138 N. Ash	sealing the City Sewer	\$367.50	I
1314 N. Lorraine	sealing the City Sewer	\$367.50	I
411 W. University	sealing the City Sewer	\$367.50	IV
1334 S. Bluffview	sealing the City Sewer	\$367.50	III
231 N Estelle	demolition (condemnation)	\$10,185.50	I
1807 East 24 <sup>th</sup> St. N.	gas services removal	\$355.27	I
1237 North Green	gas services removal	\$355.27	I
1806 East 12 <sup>th</sup> St. N.	gas services removal	\$355.27	I
1102 North Green	gas services removal	\$355.27	I
1615 North Oliver	gas services removal	\$355.27	I
708 North Minneapolis	gas services removal	\$355.27	I
1338 N Green	sealing the City Sewer	\$367.50	I
3723 E Funston	sealing the City Sewer	\$367.50	III
731 N Minneapolis	demolition (condemnation)	\$6,852.50	I
711 E Harry	demolition (condemnation)	\$7,104.00	III

3723 E Funston	gas services removal	\$355.26	III
1301 N Indiana	demolition (condemnation)	\$745.00	I
2027 N Minnesota	demolition (condemnation)	\$5,377.00	I
608 N Madison	demolition (condemnation)	\$4,967.50	I
1138 N Ash	gas services removal	\$355.26	I
731 N Minneapolis	gas services removal	\$355.26	I
1006 N Grove	demolition (condemnation)	\$4,404.04	I
331 N Ash	demolition (condemnation)	\$4,861.99	I
546 N Madison	demolition (condemnation)	\$5,039.50	I
1006 N Grove	sealing the City Sewer	\$367.50	I
331 N Ash	sealing the City Sewer	\$367.50	I
231 N Estelle	gas services removal	\$355.27	I
411 W University	gas services removal	\$355.27	IV
537 N Estelle	demolition (condemnation)	\$6,059.00	I
1123 N Spruce	demolition (condemnation)	\$5,040.00	I
1323 N Volutsia	demolition (condemnation)	\$4,614.00	I
2044 N Kansas	demolition (condemnation)	\$4,518.51	I
713 N Minneapolis	demolition (condemnation)	\$4,903.00	I
1334 S Bluffview	gas services removal	\$549.33	III
1331 N Green	demolition (condemnation)	\$4,473.00	I
1331 N Green	sealing the City Sewer	\$367.50	I
1323 N Volutsia	sealing the City Sewer	\$367.50	I
2606 E 15 <sup>th</sup> St.	gas services removal	\$355.27	I
607 N Ash	demolition (condemnation)	\$4,055.50	I
2601 N Spruce	gas services removal	\$355.27	I
1314 N Lorraine	gas services removal	\$355.27	I
546 N Madison	gas services removal	\$355.27	I
608 N Madison	gas services removal	\$355.27	I
839 W 55 <sup>th</sup> St. S.	demolition (condemnation)	\$4,574.00	IV
916 N Harding	demolition (condemnation)	\$3,493.50	I
1242 N Volutsia	demolition (condemnation)	\$4,380.50	I
1437 N Otis	demolition (condemnation)	\$4,907.50	VI

\_\_\_\_ Published in the Wichita Eagle on February 27, 2009

-ORDINANCE NO. 48-189

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (**BUILDING CONDEMNATION-DEMOLITION**) UNDER THE ROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOTS 1030-1032 WICHITA ST. LEWELLEN ADD.	8,863.27
S 14 FT LOT 15 & LOTS 17-19 MARKET ST. HOOVER'S ADD.	4,907.50
LOTS 78-80 MAIN ST. ENGLISH'S 6TH. ADD.	6,374.00
LOTS 78-80 MAIN ST. ENGLISH'S 6TH. ADD.	355.27

LOT 1 & N 15 FT LOT 3 MINNEAPOLIS AVE. OAKLAND ADD.	355.26
LOT 1 & N 15 FT LOT 3 MINNEAPOLIS AVE. OAKLAND ADD.	6,852.50
S 16 FT LOT 11-ALL LOT 13 & N 6 FT LOT 15 MINNEAPOLIS AVE. OAKLAND ADDITION	4,903.00
S 23 FT LOT 16-ALL LOT 18 EXC E 8 FT TO CITY MINNEAPOLIS AVE. OAKLAND ADD.	355.27
S 23 FT LOT 16-ALL LOT 18 EXC E 8 FT TO CITY MINNEAPOLIS AVE. OAKLAND ADD.	6,627.00
LOTS 6-7 SHIRK'S ADD.	367.50
LOTS 6-7 SHIRK'S ADD.	3,436.00
LOTS 1-3 WABASH AVE. MOORE'S ADD.	7,098.00
LOTS 1-3 WABASH AVE. MOORE'S ADD.	355.27

LOTS 60-62-64 GRANVILLE PARK ADD.	8,395.00
S 8 1/3 FT LOT 45 - ALL LOT 47 CHERRY NOW INDIANA AVE. BURLEIGH'S 3RD. ADD.	745.00
LOT 6 HARRY ST. SUB.	7,104.00
S 1/2 LOT 61-ALL LOT 63 BUTLER & FISHERS'S SUB.	4,861.99
S 1/2 LOT 61-ALL LOT 63 BUTLER & FISHERS'S SUB.	367.50
LOTS 37-39 ASH ST. STITES BROS. 2ND. ADD.	4,055.50
LOTS 26-28 LOCUST NOW MADISON AVE. STITES BROS. 2ND. ADD.	5,039.50
LOTS 26-28 LOCUST NOW MADISON AVE. STITES BROS. 2ND. ADD.	355.27
LOTS 38-40 LOCUST NOW MADISON AVE. STITES BROS. 2ND. ADD.	4,967.50

LOTS 38-40 LOCUST NOW MADISON AVE. STITES BROS. 2ND. ADD.	355.27
LOTS 29-31 TENTH ST. ADD.	5,040.00
LOTS 18-20 NORRIS SUB.	355.26
LOTS 18-20 NORRIS SUB.	4,699.00
LOTS 18-20 NORRIS SUB.	367.50
LOTS 41-43 SUNNY SLOPE ADD.	5,385.00
LOTS 41-43 SUNNY SLOPE ADD.	355.27
E 50 FT LOTS 53-54-55-56 ROSENTHAL'S 2ND. ADD.	355.27
E 50 FT LOTS 53-54-55-56 ROSENTHAL'S 2ND. ADD.	4,665.71

LOTS 39-41-43-45 GROVE ST. LOGAN ADD.	8,404.00
S 1/2 LOT 169-ALL LOT 171 GROVE ST LOGAN ADD	315.00
LOTS 60-62 KANSAS AVE. PARKVIEW ADD.	4,518.51
LOTS 73-75 MINNESOTA AVE. PARKVIEW ADD.	5,377.00
LOTS 17-19-21 ESTELLE AVE. FIREBAUGH'S SUB. BLK. 3 CHAUTAUQUA ADD.	10,185.50
LOTS 17-19-21 ESTELLE AVE. FIREBAUGH'S SUB. BLK. 3 CHAUTAUQUA ADD.	355.27
LOT 1 & N 1/2 LOT 3 POPLAR AVE. OLIVER'S SUB BLK 5 CHAUTAUQUA ADD.	367.50
LOT 1 & N 1/2 LOT 3 POPLAR AVE. OLIVER'S SUB BLK 5 CHAUTAUQUA ADD.	3,465.00
LOTS 17-19 MABEL NOW ESTELLE AVE. MOSSMAN'S 2ND. ADD.	6,059.00

E 13 FT LOT 25-ALL LOT 27 & W 12 FT LOT 29 ALICE'S SUB.	5,748.00
LOTS 23-25 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD.	4,473.00
LOTS 23-25 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD.	367.50
LOTS 65-67 GREEN ST. FAIRMOUNT PARK ADD.	355.27
LOTS 65-67 GREEN ST. FAIRMOUNT PARK ADD.	5,789.00
E 81 FT LOTS 93-95 GREEN ST. FAIRMOUNT PARK ADD.	4,257.00
LOTS 18-20 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD.	367.50
LOTS 18-20 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD.	4,332.00
LOTS 29-31 ACADEMY NOW VOLUTSIA AVE. FAIRMOUNT PARK ADD.	4,614.00

LOTS 29-31 ACADEMY NOW VOLUTSIA AVE. FAIRMOUNT PARK ADD.	367.50
LOTS 62-64 VOLUTSIA AVE. FAIRMOUNT PARK ADD.	4,380.50
S 12 1/2 FT LOT 36-ALL LOT 38 LORRAINE AVE FAIRMOUNT PARK ADD.	5,069.33
S 12 1/2 FT LOT 36-ALL LOT 38 LORRAINE AVE FAIRMOUNT PARK ADD.	367.50
S 12 1/2 FT LOT 36-ALL LOT 38 LORRAINE AVE FAIRMOUNT PARK ADD.	355.27
LOTS 13-15 BLOCK 1 ESTERBROOK PARK ADD.	4,404.04
LOTS 13-15 BLOCK 1 ESTERBROOK PARK ADD.	367.50
LOTS 1-3 BLOCK 4 ESTERBROOK PARK ADD.	355.27
LOTS 1-3 BLOCK 4 ESTERBROOK PARK ADD.	5,801.00

LOTS 21-23 BLOCK 5 ESTERBROOK PARK ADD.	4,065.00
W 74 FT LOTS 2-4-6-8 GREEN AVE. FAIRMOUNT ORCHARDS ADD.	367.50
W 74 FT LOTS 2-4-6-8 GREEN AVE. FAIRMOUNT ORCHARDS ADD.	7,882.00
W 74 FT LOTS 2-4-6-8 GREEN AVE. FAIRMOUNT ORCHARDS ADD.	355.27
LOTS 23-25 WALTER MORRIS & SON'S 4TH. ADD.	315.00
LOT 9 BLOCK 3 EAST HIGHLAND NORTH ADD.	3,493.50
LOT 2 BLOCK 5 J. WALTER ROSS ADD.	355.27
LOT 2 BLOCK 5 J. WALTER ROSS ADD.	5,075.00
LOT 3 BLOCK 2 KEN-MAR ADD.	5,090.00

LOT 3 BLOCK 2 KEN-MAR ADD.	355.27
LOT 2 EXC BEG NW COR E 5 FT S TO SW COR N TO BEG BLOCK 7 GRANDVIEW HEIGHTS ADD.	355.26
LOT 2 EXC BEG NW COR E 5 FT S TO SW COR N TO BEG BLOCK 7 GRANDVIEW HEIGHTS ADD.	367.50
LOT 2 EXC BEG NW COR E 5 FT S TO SW COR N TO BEG BLOCK 7 GRANDVIEW HEIGHTS ADD.	6,798.33
LOT 20 BLOCK 4 RIDGECREST ADD.	367.50
LOT 20 BLOCK 4 RIDGECREST ADD.	4,628.00
LOT 20 BLOCK 4 RIDGECREST ADD.	355.27
LOT 3           BLOCK G HILLTOP MANOR SUB. A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	367.50
LOT 3           BLOCK G HILLTOP MANOR SUB. A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	4,734.33

LOT 3 BLOCK G HILLTOP MANOR SUB. A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	549.33
E 20 FT LOT 18 & W 20 FT LOT 19 UNIVERSITY AVE WINNE'S ADD.	367.50
E 20 FT LOT 18 & W 20 FT LOT 19 UNIVERSITY AVE WINNE'S ADD.	6,076.33
E 20 FT LOT 18 & W 20 FT LOT 19 UNIVERSITY AVE WINNE'S ADD.	355.27
LOT 11 BLOCK 2 EUREKA GARDENS ADD.	300.00
LOT 11 BLOCK 2 EUREKA GARDENS ADD.	4,533.00
W1/2 W 1A E 2A N 7 1/2A NW1/4 NW1/4 SEC 29-28-1E	4,574.00
LOT 9 BLOCK 4 SAVANNA AT CASTLE ROCK RANCH 5TH.	367.50
LOT 9 BLOCK 4 SAVANNA AT CASTLE ROCK RANCH 5TH.	8,139.00

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2009** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **24th day of February, 2009**.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

\_\_\_\_ Published in the Wichita Eagle on **February 27, 2009**

ORDINANCE NO. 48-190

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING EMERGENCY BOARD-UP)** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOTS 1110-1112 JACKSON ST. LEWELLEN'S 3RD. ADD.	221.79
LOTS 1110-1112 JACKSON ST. LEWELLEN'S 3RD. ADD.	192.29
S 17 FT LOT 5-ALL LOTS 7-9-11-13 BLOCK 3 BUCKEYE ADD.	101.53
LOTS 1-3 23RD ST. WALTER MORRIS & SON'S 2ND ADD.	120.70

S 5 FT LOT 120-ALL LOT 122 MARKET ST. LEE'S ADD.	116.47
S 12 FT LOT 11-ALL LOT 13 & N 13 FT LOT 15                      LAWRENCE AVE. ALAMEDA PARK ADD.	294.06
LOTS 10-11 BLOCK 22 JONES PARK ADD.	199.06
LOTS 48-50-52-54 GETTO NOW NEW YORK AVE. GETTO'S ADD.	259.10
LOTS 48-50-52-54 GETTO NOW NEW YORK AVE. GETTO'S ADD.	107.58
LOTS 48-50-52-54 GETTO NOW NEW YORK AVE. GETTO'S ADD.	139.58
LOTS 58-60-62-64 BLOCK 7 ORME & PHILLIPS ADD.	118.67
LOTS 142-144 EXC E 70 FT RANSON & KAYS 2ND. ADD.	152.21
LOT 8 BLOCK 2 ARCHIE ADAMS ADD.	120.70

S 10 FT LOT 18-ALL LOT 20 & N 10 FT LOT 22 GROVE AVE. PARK PLACE ADD.	181.98
S 10 FT LOT 18-ALL LOT 20 & N 10 FT LOT 22 GROVE AVE. PARK PLACE ADD.	225.51
LOTS 5-7 PIATT AVE. STITES BROS. ADD.	79.16
LOTS 106-107 ROSENTHAL'S 2ND. ADD.	214.56
LOTS 32-34 ASH ST LOGAN ADD.	167.06
LOTS 21-23 BLOCK 2 OHIO ADD.	239.27
LOTS 21-23 BLOCK 2 OHIO ADD.	192.01
E 42 1/2 FT LOT 13 CASWELL'S SUB.	181.61
LOTS 23-25 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD.	148.53

LOTS 43-45 BLOCK 3 ESTERBROOK PARK ADD.	77.46
LOTS 17-19 BLOCK 5 ESTERBROOK PARK ADD.	148.54
LOT 6 PERRY'S 2ND. ADD.	212.12
LOTS 345-346-347 BELMONT PARK ADD.	292.67
LOTS 53-54 BLOCK 4 EAST HIGHLANDS ADD.	159.49
LOTS 53-54 BLOCK 4 EAST HIGHLANDS ADD.	172.07
LOT 1 & N 33.51 FT LOT 3 BLOCK 2 EAST BOULEVARD ADD.	126.60
LOT 11 BLOCK D MILLAIR ADD.	300.06
LOT 3 BLOCK 12 SHADY BROOK ADD.	156.63

LOT 9 BLOCK 5 EAST HIGHLAND NORTH ADD.	108.88
LOT 10 BLOCK 5 EAST HIGHLAND NORTH ADD.	161.08
LOT 11 BLOCK 2 COUNTRY SIDE 2ND. ADD.	194.67
LOT 4 BLOCK 4 BUILDER'S FIRST ADD.	109.05
LOT 17 BLOCK 3 KEN-MAR ADD.	281.97
THAT PART LOT 18 LYING NE PT 117 FT NE OF W LINE - ALL LOT 19    BLOCK 9 PAWNEE RANCH ADD.	188.63
LOT 43 MEADOWLARK 4TH. ADD.	134.75
LOT 11 EXC S 1 FT BLOCK 4 RIDGECREST ADD.	204.10
LOT 62 BLOCK E PLANEVIEW SUB. NO. 1	282.10

LOTS 3-4 BLOCK 3 JUNCTION TOWN CO. ADD.	153.31
LOT 4 BLOCK 4 SENECA HAVEN ADD.	86.79
ODD & EVEN LOTS 1 TO 46 INC EXC LOTS 22-23-24-25 BLOCK 3 MC CLAREN ADD	111.19
ODD & EVEN LOTS 1 TO 46 INC EXC LOTS 22-23-24-25 BLOCK 3 MC CLAREN ADD	131.47
ODD & EVEN LOTS 1 TO 46 INC EXC LOTS 22-23-24-25 BLOCK 3 MC CLAREN ADD	162.00

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2009** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **24th day of February, 2009.**

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

(SEAL)

Approved as to form

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Gary E. Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
February 10, 2009

**TO:** Mayor and City Council

**SUBJECT:** Bond Defeasance, Lease Terminations and Revised Consent to Transfer  
(Cimarron Acquisition, L.P.) (District V)

**INITIATED BY:** Office of Urban Development

**AGENDA:** Consent

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**Recommendation:** Approve consent with revised conditions, termination and defeasance documents.

**Background:** On December 3, 1996, City Council approved issuance of Multi-Family Housing Revenue Bonds in the amount of \$2.5 million to Cimarron Acquisition, L.P. to finance the acquisition and rehabilitation of the Cimarron Apartments, a multi-family housing project for low and moderate income families, located at 734 North Ridge Road. On August 19, 1997, bonds were refinanced to take advantage of the Fannie Mae mortgage insurance program, which reduced financing costs on the project. Cimarron Acquisition took title to the property in 1997 and the bonds were secured through a sublease with the City. Cimarron Apartments are now being sold to Cimarron Partners, LLC. On January 13, 2009, City Council approved a Consent of Issuer to the sale with certain conditions to be met. The purchaser has now elected to defease the bonds and additional approvals by City Council have been requested.

**Analysis:** Cimarron Acquisition will be defeasing the bonds in order to take title to the project and sell the property to Cimarron Partners, a partnership between local investors Jeff Amend and Brent Dupont, who own and manage a number of apartment units, individual residential units and shopping centers in the Wichita area.

Under the terms of the Lease, the City is required to convey its interest in the property securing the IRB issue to the Tenant, once the considerations as listed under the provisions of the Lease Agreement have been met. Cimarron Acquisition will be prepaying the mortgage with Fannie Mae in exchange for a pass-through certificate to defease the bonds. An escrow will be established to receive the funds and then defease the bonds and certain expenses. Subject to receiving proof that all applicable conditions have been met, the City will deliver the instruments needed to deed the bond-financed property to Cimarron Partners and terminate the IRB lease and sublease. The City has already received payment of the \$1,000 purchase option price.

The City originally approved the Consent of Issuer with the following conditions:

- 1) Proof to the City and the Trustee that Cimarron Partners, LLC, has assumed the duties and obligations under the Regulatory Agreement and the Mortgage Loan and related documents;
- 2) an opinion of the purchaser's counsel that the obligations under the Regulatory Agreement and the Mortgage Loan and related documents have been assumed; and
- 3) an opinion of the City's Bond Counsel that the sale will not adversely affect the bondholders from a tax standpoint.

Cimarron Partners will not be assuming the mortgage as the bonds are now being defeased, therefore the mortgage assumption has been removed from the Consent.

**Financial Considerations:** There is no cost to the City resulting from its consent to the sale of Cimarron Apartments. Cimarron Partners will pay the City the \$1,000 purchase price for the project before bonds are retired.

**Goal Impact:** Economic Vitality and Affordable Living. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

**Legal Considerations:** The City Attorney's Office has approved the documents as to form. The 1997 bond documents include a Land Use Restriction Agreement (LURA) which sets household income requirements for the tenants of the apartment complex. This must remain in effect, under federal regulations, regardless of the change in ownership.

The City's bond counsel, Kutak Rock, will provide an opinion that the sale of the project will not adversely impact the tax-exempt status of the 1997 bonds.

**Recommendations/Actions:** It is recommended that the City Council approve the Consent with revised conditions, Lease and Sublease Termination and Escrow Agreement, authorize the execution and delivery of documents once all conditions are met, and authorize the necessary signatures.

**Attachments:** Consent of Issuer, Termination of Lease, Termination of Sublease, Escrow Agreement

CONSENT OF ISSUER

Re: \$2,000,000 Multifamily Housing Refunding Revenue Bonds (Cimarron Apartments Projects), Series No. VIII-A, 1997

The City of Wichita, Kansas (the "Issuer"), as Issuer of the referenced bonds pursuant to the Indenture of Trust, dated as of September 1, 1997 (the "Indenture"), between the Issuer and the Security Bank of Kansas City, as trustee (the "Trustee"), and as party to the Amended and Restated Land Use Restriction Agreement, dated as of September 1, 1997 (the "Regulatory Agreement"), among Cimarron Acquisition, L.P. ("Partnership"), the Issuer and the Trustee, (a) hereby acknowledges receipt of the following in accordance with Section 10 of the Regulatory Agreement:

(i) reasonable evidence satisfactory to the Issuer and the Trustee that (A) Cimarron Partners, L.L.C., the purchaser or transferee of the Project (the "Purchaser"), has assumed, in writing and in full, the Partnership's duties and obligations under the Regulatory Agreement accruing or arising after the date of the transfer (the "Assignment") and (B) the Mortgage Loan and related documents have been satisfied, terminated and released, as applicable;

(ii) an opinion of counsel to the Purchaser that the Purchaser has duly assumed the obligations of the Partnership under the Regulatory Agreement and that such obligations and the Regulatory Agreement are binding on the Purchaser; and

(iii) an opinion of Bond Counsel that such sale, transfer or other disposition will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes or the exemption of interest on the Bonds from income taxes of the State of Kansas, and

(b) hereby consents to the sale and transfer of the Project to the Purchaser and the Assignment pursuant to Section 10 of the Regulatory Agreement. Capitalized terms used herein but not defined have the meaning therefore set forth in the Regulatory Agreement.

This \_\_\_\_ day of February, 2009.

CITY OF WICHITA, KANSAS

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

[SEAL]

APPROVED AS TO FORM:

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Gary E. Rebenstorf,  
Director of Law and City Attorney

ESCROW DEPOSIT AGREEMENT

This ESCROW DEPOSIT AGREEMENT, dated as of February 1, 2009 (the "Agreement"), by and among the CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas (the "Issuer"), CIMARRON ACQUISITION, L.P., a Missouri limited partnership (the "Partnership"), and SECURITY BANK OF KANSAS CITY, in its capacity as escrow agent (the "Escrow Agent") and as trustee (the "Trustee") respecting the Issuer's Multifamily Housing Refunding Revenue Bonds (Cimarron Apartments Project), Series No. VIII-A, 1997 in the principal amount of \$2,000,000 (the "Bonds"), issued pursuant to an Indenture of Trust, dated as of September 1, 1997 (the "Indenture"), between the Issuer and the Trustee (capitalized terms used herein, but not defined, have the meanings set forth in the Indenture):

W I T N E S S E T H:

WHEREAS, the Issuer issued its Bonds, the proceeds of which were applied to refund certain prior bonds of the Issuer the proceeds of which were applied to finance the acquisition and rehabilitation of a 132-unit commercial multifamily residential project in the City of Wichita, Kansas known as Cimarron Apartments, including, without limitation, the real estate and improvements located thereon and the personal property thereon (except for any personal property owned by any tenant of a residential unit or the resident property manager) and all appurtenant rights and easements related thereto (collectively, the "Project") for the Partnership; and

WHEREAS, in order to provide funds to refinance the Project and refund certain prior bonds of the Issuer, the Issuer determined to make amounts available solely from the proceeds of the Bonds to enable the Trustee to fund a loan made by Prudential Multifamily Mortgage Inc., as successor to Washington Mortgage Financial Group, Ltd. (the "Lender"), to the Partnership in the principal amount of \$2,000,000 (the "Mortgage Loan"), evidenced by a promissory note (the "Mortgage Note") in such amount from the Partnership and secured by a Multifamily Mortgage, Assignment of Rents and Security Agreement (the "Mortgage") with respect to the Project, in consideration of the assignment of the Mortgage Note and other Mortgage Loan documents to the Federal National Mortgage Association ("Fannie Mae") in exchange for the delivery to the Trustee, subject to the satisfaction of certain conditions, by Fannie Mae of the Pass-Through Certificate; and

WHEREAS, the Partnership has delivered notice to the Lender, the Trustee and Fannie Mae pursuant to the Mortgage Note that it intends to exercise its option to prepay the Mortgage Loan, and cause the Bonds, which are currently outstanding in the aggregate principal amount of \$\_\_\_\_\_, to be defeased pursuant to Article VIII of the Indenture; and

WHEREAS, Fannie Mae has delivered notice to the Trustee that it intends to cause its obligations under the Pass-Through Certificate to be prepaid by the Partnership, which has been directed by Fannie Mae to prepay its obligations under the Mortgage Note directly to the Trustee,

and having received such notice the Trustee has delivered notice of the redemption of the Bonds on March 1, 2009 to the Bondholders in accordance with Section 4.03 of the Indenture; and

WHEREAS, the Trustee has agreed to such direct payment by Partnership of Fannie Mae's obligations pursuant to that certain Dissolution Agreement, dated as of February 18, 2009, between Fannie Mae and the Trustee; and

WHEREAS, the Bonds bear interest at the rates per annum and mature as more fully set forth in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, the Partnership has determined, with the consent of the Issuer and the Trustee, to sell the Project and simultaneously to use certain Funds and Account under the Indenture respecting the Bonds (the "Funds") and a portion of the proceeds of such sale to establish a cash balance, which cash is to be held, supervised, maintained and administered by the Escrow Agent under the terms and conditions of this Agreement, and to pay certain expenses; and

WHEREAS, it is now necessary and desirable for the Issuer and the Trustee to enter into this Agreement with the Escrow Agent to provide for the use and application of the moneys so deposited with the Escrow Agent and the use and application of the principal of and the interest on any hereinafter defined Acquired Obligations to be acquired;

NOW, THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, it is agreed by and among Issuer, the Authority and the Escrow Agent, each acting by and through their duly authorized officers:

1. The Escrow Agent acknowledges receipt (a) from the proceeds of the sale of the Project, the sum of \$\_\_\_\_\_, and (b) from the Funds, the sum of \$\_\_\_\_\_ (collectively, the "Defeasance Amount"), which shall be applied as set forth herein.

2. The Bonds shall be refunded and defeased through payment as provided in this Agreement. There is hereby created a special separate and irrevocable trust fund to be designated "Cimarron Escrow Deposit Fund" (the "Escrow Deposit Fund"). The Partnership, with the consent of the Issuer, hereby instructs the Escrow Agent, and Escrow Agent hereby agrees to (a) purchase with \$\_\_\_\_\_ of the sum deposited with it pursuant to Section 1 hereof the noncallable, nonprepayable investments listed in clause (a) under the definition of Investment Obligations (as defined in the Indenture) that are described in Exhibit A attached hereto (the "Acquired Obligations") and (b) hold the remaining \$\_\_\_\_\_ of the sum deposited with it pursuant to Section 1 hereof as a cash deposit for the payment of the Bonds.

3. The Issuer and the Escrow Agent further acknowledge and agree that based on the verification report prepared by \_\_\_\_\_, dated February 18, 2009 (the "Verification Report"), the Defeasance Amount is sufficient without investment to redeem the Bonds maturing on and after March 1, 2009 on such date at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date (the "Defeasance

Requirements,” as set forth in Exhibit B attached hereto and by this reference incorporated herein).

4. The Escrow Agent acknowledges the establishment with it of the Escrow Deposit Fund, acknowledges that the Acquired Obligations and the Defeasance Amount have been deposited in the Escrow Deposit Fund and agrees that any interest earned thereon shall be held for the credit of the Escrow Deposit Fund.

5. The deposit of the Defeasance Amount and the Acquired Obligations in the Escrow Deposit Fund constitutes an irrevocable deposit thereof in trust solely for the purpose of making the payments described in Exhibit B hereof.

6. The Escrow Agent agrees to apply the cash monies and the proceeds of the Acquired Obligations deposited in the Escrow Deposit Fund and the interest earned on the Acquired Obligations in accordance with the provisions hereof.

7. The Issuer and the Partnership hereby irrevocably authorize and direct the Escrow Agent to transfer to the Trustee on or prior to the payment dates specified in Exhibit B the amounts specified for the Bonds together with instructions that such amounts be applied to the payment of the principal of, redemption premium and interest on the Bonds.

8. The Trustee acknowledges and agrees that (i) the conditions set forth in Article VIII of the Indenture have been satisfied and (ii) the lien of the Indenture and the rights granted thereby, including the lien created thereby on the Project, have ceased and determined and are discharged; provided, pursuant to Article VIII of the Indenture, that it will continue to comply with the applicable and necessary provisions of the Indenture that pertain to the payment, registration, transfer and exchange of the Bonds. Such provisions and the applicable and necessary provisions of the Indenture pertaining to the replacement of lost, destroyed or mutilated bonds are specifically incorporated herein by this reference thereto, and the Trustee shall continue to abide by such provisions until the payment of the Bonds. As soon as possible following the execution and delivery of this Agreement, the Trustee shall mail by first-class mail, postage prepaid, to all registered owners of the Bonds, a notice substantially in the form attached hereto as Schedule 1. The Trustee represents and warrants that all principal and interest that became due and payable on the Bonds prior to the execution and delivery of this Agreement have been paid by the Trustee or the Trustee is holding money sufficient to make such payments.

9. The Escrow Agent acknowledges and accepts the foregoing direction and authorization. The liability of the Escrow Agent for the payment of the principal of, redemption premium and interest on the Bonds pursuant to this Agreement shall be limited to the Defeasance Amount and the application of the proceeds of the Acquired Obligations available for such purposes in the Escrow Deposit Fund.

10. The Escrow Agent shall maintain full and complete records of all assets and funds held by the Escrow Agent from time to time under this Agreement and of all receipts and disbursements hereunder and shall furnish the Issuer and the Partnership reports thereof

upon request, subject to such reasonable regulations or restrictions as the Escrow Agent may from time to time impose.

11. Immediately after March 1, 2009, any monies and securities remaining in the Escrow Deposit Fund, if any, after payment of all amounts payable therefrom as described in Paragraph 3 of this Agreement or retention by the Escrow Agent of amounts sufficient to make such payments not theretofore made, shall be paid over to the Partnership, and this Agreement and the rights hereby granted shall thereupon cease, determine and be void, but such termination of this Agreement shall not affect the obligation of the Trustee with respect to payments of the amounts payable to the holders of the Bonds, whether or not such Bonds and coupons appertaining thereto may have been presented for payment on the date of termination of this Agreement.

12. The creation and establishment of the Escrow Deposit Fund for the purposes herein specified shall be irrevocable. The holders and owners of the Bonds shall have an express lien on the Defeasance Amount, the Acquired Obligations and all cash monies in the Escrow Deposit Fund from time to time until paid out, used and applied in accordance with this Agreement.

13. The Escrow Agent acknowledges that it will, by virtue of its services hereunder, have no lien or right of set-off on the Acquired Obligations or any other moneys in the Escrow Deposit Fund for payment of its fees and expenses for acting as Escrow Agent hereunder, for acting as Trustee and bond registrar with respect to the Bonds, or for mailing the notices as specified above. The Escrow Agent agrees that it will bill the Partnership for its services and expenses at its standard rates on an annual basis and shall have no rights against the Escrow Deposit Fund therefor.

14. This Agreement is made for the benefit of the Issuer, the Partnership and the holders from time to time of the Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders and the written consent of the Issuer and the Escrow Agent; provided, that the Issuer, the Partnership and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, in order to (a) cure any ambiguity or formal defect or omission in this Agreement; (b) grant to or confer upon the Escrow Agent for the benefit of such holders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon such holders or the Escrow Agent; (c) subject to this Agreement additional funds, securities or properties; or (d) make such changes as may be required, in the opinion of counsel of recognized experience with respect to federal income tax aspects of municipal securities, to preserve the exemption from federal income taxation of interest on the Bonds or any other obligations of the Issuer hereafter issued; provided, such change does not adversely affect the amounts of funds which would otherwise be available hereunder for payment of principal and interest requirements of and redemption premium with respect to the Bonds when due.

15. If any one or more of the covenants or agreements provided in this Agreement on the part of the parties hereto to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions hereof, and the remaining portions of this Agreement shall in any event be construed to accomplish the purpose of this Agreement of providing for the payment in full of the principal of and interest on the Bonds and the redemption premium with respect thereto as provided herein.

16. This Agreement may be executed in several counterparts, all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officer or officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

CITY OF WICHITA, KANSAS

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Carl Brewer, Mayor

[SEAL]

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Gary E. Rebenstorf,  
Director of Law and City Attorney

SECURITY BANK OF KANSAS CITY, as Escrow  
Agent and Trustee

By:\_\_\_\_\_

Title:\_\_\_\_\_

CIMARRON ACQUISITION, L.P., a Missouri  
limited partnership

By: NATIONAL CORPORATE TAX CREDIT  
INC. VI, a California corporation, its  
operating general partner

By: \_\_\_\_\_  
Michael J. Hornbrook  
Senior Vice President

EXHIBIT “A”  
TO  
ESCROW DEPOSIT AGREEMENT

ACQUIRED OBLIGATIONS

[ATTACHED]

EXHIBIT "B"  
TO  
ESCROW DEPOSIT AGREEMENT

DEFEASANCE REQUIREMENTS

[ATTACHED]

SCHEDULE “1”

MATERIAL EVENTS NOTICE

PROVISION FOR PAYMENT

CITY OF WICHITA, KANSAS MULTIFAMILY HOUSING REFUNDING REVENUE  
BONDS (CIMARRON APARTMENTS PROJECT), SERIES NO. VIII-A, 1997

The holders and owners of the outstanding bonds referenced above and described more fully below (the “Bonds”), issued by the City of Wichita, Kansas (the “Issuer”) are hereby notified that the Security Bank of Kansas City, as escrow agent (the “Escrow Agent”), has received and has on irrevocable deposit under an Escrow Deposit Agreement, dated as of February 1, 2009, by and among the Issuer, the Partnership (defined therein), the Escrow Agent and Security Bank of Kansas City, as Trustee for the Bonds (the “Trustee”), cash moneys or noncallable, nonprepayable investments listed in clause (a) under the definition of Investment Obligations (defined in the Indenture pursuant to which the Bonds were issued), the principal of and interest on which obligations, when due, will provide moneys sufficient to to redeem the Bonds maturing on or after March 1, 2009 on such date at a redemption price equal to 100% of the principal amount thereof plus accrued interest. The Escrow Agent shall collect the principal of and interest on such obligations and shall transfer the same to the Trustee for application to the payment of the principal of, redemption premium and interest on the Bonds.

<u>Maturity Date</u>	<u>CUSIP</u>	<u>Bond Number</u>	<u>Amount</u>
October 1, 2012			\$810,000
October 1, 2022			\$1,190,000

All of the Bonds are now deemed to have been paid, and the holders and owners of the Bonds shall hereafter be limited to the application of such cash moneys or such Investment Obligations for payment of the principal of, redemption premium and interest on the Bonds.

This notice is for information purposes only and does not require any action at this time. Holders will be notified prior to the redemption date.

Dated March 2, 2009

**UPON RECORDING RETURN TO:**

Alston & Bird LLP  
1201 West Peachtree Street  
Atlanta, Georgia 30309  
Attention: Christina Braisted Rogers

**Cross Reference:** Base Lease Agreement dated as of September 1, 1997 recorded in Film 1725, page 1365 as Document Number 1634748, Sedgwick County, Kansas Records

**BASE LEASE TERMINATION AGREEMENT**

THIS BASE LEASE TERMINATION AGREEMENT (this "Agreement") is made and entered into as of this 18th day of February, 2009, by and between CIMARRON ACQUISITION, L.P., a Missouri limited partnership, as landlord (the "Partnership"), and CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas, as tenant (the "Issuer").

**W I T N E S S E T H:**

WHEREAS, the Issuer issued its Multifamily Housing Refunding Revenue Bonds (Cimarron Apartments Project), Series No. VIII-A, 1997 in the principal amount of \$2,000,000 (the "Series A Bonds"), pursuant to an Indenture of Trust, dated as of September 1, 1997 (the "Series A Indenture"), between the Issuer and Security Bank of Kansas City, as trustee (the "Series A Trustee"), and its "Subordinated Multifamily Housing Refunding Revenue Bonds (Cimarron Apartments Project), Series No. VIII-B, 1997 in the principal amount of \$490,000 (the "Series B Bonds", together with the Series A Bonds, the "Bonds") pursuant to a Subordinate Trust Indenture, dated as of September 1, 1997 (the "Series B Indenture"), between the Issuer and Security Bank of Kansas City, as trustee (the "Series B Trustee", together with the Series A Trustee, the "Trustee"), the proceeds of which were applied to refund certain prior bonds of the Issuer the proceeds of which were applied to finance the acquisition and rehabilitation of a 132-unit commercial multifamily residential project in the City of Wichita, Kansas known as Cimarron Apartments, including, without limitation, the real estate and improvements located thereon and the personal property thereon (except for any personal property owned by any tenant of a residential unit or the resident property manager) and all appurtenant rights and easements related thereto (collectively, the "Project") for the Partnership; and

WHEREAS, in order to provide funds to refinance the Project and refund certain prior bonds of the Issuer, the Issuer determined to (i) make amounts available solely from the proceeds of the Series A Bonds to enable the Series A Trustee to fund a loan made by Prudential Multifamily Mortgage Inc., as successor to Washington Mortgage Financial Group, Ltd. (the "Lender"), to the Partnership in the principal amount of \$2,000,000 (the

"Mortgage Loan"), evidenced by a promissory note (the "Mortgage Note") in such amount from the Partnership and secured by a Multifamily Mortgage, Assignment of Rents and Security Agreement (the "Mortgage") with respect to the Project, in consideration of the assignment of the Mortgage Note and other Mortgage Loan documents to the Federal National Mortgage Association ("Fannie Mae") in exchange for the delivery to the Trustee, subject to the satisfaction of certain conditions, by Fannie Mae of the Pass-Through Certificate and (ii) make amounts available from the proceeds of the Series B Bonds to enable the Series B Trustee to fund a loan to the Partnership in the principal amount of \$490,000, evidenced by a promissory note secured solely by certain Cash Surplus Revenues (as defined in the Series B Indenture); and

WHEREAS, in order to satisfy the requirements of the Act, the Issuer purchased a leasehold interest in the Project pursuant to that certain Base Lease Agreement between the Partnership and the Issuer dated as of September 1, 1997, recorded in Film 1725, page 1365 as Document Number 1634748 (the "Lease"), and Issuer, in turn, subleased the Project back to the Partnership pursuant to that certain Sublease Agreement dated as of September 1, 1997, recorded in Film 1725, Page 1383 as Document Number 1634749 (the "Sublease"); and

WHEREAS, in connection with the closing of the sale of the Project by the Partnership to Cimarron Partners, L.L.C., the Partnership has notified the Issuer that the Mortgage Loan has been repaid, the Series B Bonds have been canceled and the Series A Bonds have been defeased in accordance with the terms of the Series A Indenture, and, therefore, the Lease and Sublease have terminated in accordance with their terms; and

WHEREAS, the Partnership and the Issuer desire to document the termination of the Lease in accordance with Section 8.1 of the Lease.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged, the Partnership and the Issuer hereby agree as follows:

1. In connection with the sale of the Project, the Issuer acknowledges that on February 18, 2009 (i) Mortgage Loan was paid off and the Series B Bonds were canceled, (ii) Fannie Mae caused its obligations under the Pass-Through Certificate to be prepaid, and (iii) the Series A Bonds were defeased (the "Termination Date"). Accordingly, the Partnership and the Issuer agree that the Lease automatically terminated on the Termination Date and, effective as of the Termination Date, the Partnership and the Issuer are each released as to the other, from all liability and obligations thereafter arising under the Lease.

2. The Issuer hereby expressly acknowledges and agrees that as of the Termination Date the Issuer has no further right or interest in the Project and the Lease.

3. The Issuer acknowledges receipt from the Partnership of the sum of One Thousand and No/100 Dollars (\$1,000.00), and accepts such payment as full and final performance and satisfaction of any and all obligations of the Partnership arising under Section 8.1 of the Lease.

4. This Agreement shall be construed and interpreted under the laws of the State of Kansas, without regard to its conflicts laws or choice of law rules. The parties agree that this Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against the party drafting the same. The parties further agree that termination of the Lease prior to the original expiration date of the Lease Term is in the best interest of each of the parties, and that neither party shall be entitled to any compensation or consideration for such early termination other than as may be expressly set forth hereinabove.

5. This Agreement contains the entire agreement of the parties hereto with respect to the termination of the Lease, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

7. If any term or provision of this Agreement or the application thereof to any particular circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or such provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.

8. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

IN WITNESS WHEREOF, the Partnership and the Issuer have caused this Agreement to be executed under seal as of the date first above written.

PARTNERSHIP:

CIMARRON ACQUISITION, L.P., a Missouri limited partnership

By: NATIONAL CORPORATE TAX CREDIT INC. VI, a California corporation, its operating general partner

By: \_\_\_\_\_  
Michael J. Hornbrook  
Senior Vice President

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the subscriber, a Notary Public of the State of \_\_\_\_\_ aforesaid, personally appeared Michael Hornbrook, the Senior Vice President of National Corporate Tax Credit, Inc. VI, which is the operating general partner of **CIMARRON ACQUISITION, L.P.**, a Missouri limited partnership, and acknowledged the foregoing Agreement to be its corporate act, and as such officer and agent as aforesaid.

WITNESS my hand and notarial seal the day and year last above written.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

My Commission Expires:

ISSUER:  
CITY OF WICHITA, KANSAS

\_\_\_\_\_  
Carl Brewer, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS    )  
                                  ) ss:  
SEDGWICK COUNTY)

On this \_\_\_\_\_ day of February, 2009 before me, the undersigned, a Notary Public in and for said State, came Carl Brewer and Karen Sublett, to me personally known to be the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, and said Mayor and City Clerk acknowledged that they executed the foregoing instrument in writing as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

\_\_\_\_\_  
Notary Public

[SEAL]

My Appointment Expires:

\_\_\_\_\_

APPROVED AS TO FORM:

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Gary E. Rebenstorf,  
Director of Law and City Attorney

City of Wichita  
City Council Meeting  
February 10, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** 2009 Community Services Block Grant Application

**INITIATED BY:** Human Resources

**AGENDA:** Consent

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**Recommendation:** Approve the application and authorize necessary signatures.

**Background:** The Community Services Block Grant (CSBG) is a federal program targeted to the needs of the low-income. Funds are awarded by formula to Community Action Programs (CAPs) throughout the state. The City of Wichita has been a CAP and received CSBG funds since the mid-1970's. The Career Development Division of the Human Resources Department administers the CSBG program locally.

**Analysis:** An annual application is required for receipt of CSBG funds. Activities in the application include the prescription drug component of Project Access, support of the Neighborhood City Halls, employment services, summer activity camps for children from low-income neighborhoods, homeless services and neighborhood clean-ups. The City has been instructed to use \$1,026,531, which is the 2008 amount received, as a planning figure for the application since official federal notification of the grant amount has not been received.

**Financial Considerations:** No general operating funds from the City's budget are obligated by the application. Attached is a projection of program expenditures.

**Goal Impact:** The programs supported by CSBG funds will: (1) support a dynamic core area and vibrant neighborhoods through continued revitalization of the Core Area (neighborhood clean-ups); (2) promote economic vitality and affordable living by sustaining the affordable living of the clients served (employment services); and (3) enhance the quality of life of clients served (summer activity camps, Project Access, Neighborhood Centers, and homeless services)

**Legal Considerations:** The CSBG Review Committee met on January 22, 2009 to consider the application and recommends approval by the City Council.

**Recommendation/Action:** It is recommended that the City Council approve the 2009 CSBG Application and authorize the necessary signatures.

**Attachments:** Breakout of Expenditures and 2009 Community Services Block Grant Application

The following are anticipated expenditure levels for the activities described in the 2009 CSBG Application:

Summer Activity Camps	\$ 50,000
Neighborhood Clean-Ups	\$ 25,000
Project Access	\$ 300,000
Neighborhood Centers	\$ 308,972
Homeless Services	\$ 12,500
Case Mgmt. & Employment Services	\$ 146,173
Administration	\$ 146,006
Administration for Alcohol and Substance Abuse Programs	\$ 37,880
TOTAL	\$1,026,531

**City of Wichita  
City Council Meeting  
February 10, 2009**

**TO:** Mayor and City Council

**SUBJECT:** CDBG – Community Housing Services Contract Renewal (Districts I and VI)

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

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**Recommendation:** Approve the contract renewal with Community Housing Services and authorize the necessary signatures.

**Background:** On February 12, 2007, the City Council approved a contract with Community Housing Services (CHS) to initiate a special housing repair program. The contract was specifically designed to pilot the Hazardous Housing Prevention/Elimination Program concept to eliminate blight by identifying boarded up or abandoned buildings, acquiring and rehabbing them for first time homebuyers.

**Analysis:** Several properties were considered for this special program but problems were encountered in obtaining access to them for thorough inspections and/or determining ownership in order to purchase them. Additionally there were staffing changes at CHS which resulted in contract expiration prior to expenditure of the funds. The new staff team in place at CHS has expressed a desire to renew the contract for its original purposes and to complete the project. The Housing and Community Services Department is therefore seeking Council approval to renew the contract dates with effective dates of March 1, 2009 through February 28, 2010. Funds will be used to cover costs associated with compliance with all federal regulations and can include, but are not limited to, financial feasibility reviews, title searches, construction inspections, environmental review, acquisition, demolition, rehabilitation, reconstruction, architectural design, site improvement, maintenance, developer fees and marketing for sale properties. Program income generated by property sales will be used for allowable purposes including program continuation.

**Financial Considerations:** The original contract budget of \$154,144.41 remains available from Community Development Block Grant funds. All proposed project costs are eligible under federal guidelines. No City General Funds will be expended for the execution of this contract.

**Goal Impact:** Dynamic Core Area and Vibrant Neighborhoods, and Economic Vitality and Affordable Living.

**Legal Considerations:** The contract renewal document will be approved as to form by the City Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the contract renewal with Community Housing Services and authorize the necessary signatures.

**Attachments:** Contract.

**GRANT AGREEMENT**

**between**

**THE CITY OF WICHITA  
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

**and**

**COMMUNITY HOUSING SERVICES  
(CHS)**

**HAZARDOUS HOUSING PREVENTION/ELIMINATION PROGRAM**

Housing and Community Services Department  
332 N. Riverview  
Wichita, Kansas 67203  
Phone (316) 462-3700  
Fax (316) 462-3719

No.

## **PART A AGREEMENT**

**THIS CONTRACT** (hereinafter the “Agreement”) entered into this 10<sup>th</sup> day of February, 2009, by and between the City of Wichita, Kansas (hereinafter the “City”) and Community Housing Services, (hereinafter the “Delegate Agency”), located at 4620 E. 13<sup>th</sup> Street, Wichita, Kansas 67208.

### **WITNESSETH THAT:**

**WHEREAS**, the City of Wichita has entered into a funding Agreement with the United States of America for a Community Development Block Grant (CDBG) Program for the execution of projects and activities under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383, 42 USC 5301 et. seq.) hereinafter referred to as CDBG funds, and

**WHEREAS**, the City authorizes the Department of Housing and Community Services to administer this grant Agreement; and

**WHEREAS**, on February 12, 2007, the City Council allocated up to \$154,144.41 in CDBG funds for the execution of an approved Hazardous Housing Prevention/ Elimination Program; and

**NOW, THEREFORE**, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:

### **1. SCOPE OF SERVICES**

1. Scope of Services: The Delegate Agency, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the City and as outlined per PART B.
2. Revision of Scope: The City may revise the approved objectives, accomplishments, and budget items in PART B when necessary.

### **2. COMMENCEMENT AND COMPLETION**

1. Time of Performance: The services of the Delegate Agency are to commence as soon as practicable on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract through a period of 12 months ending no later than February 28, 2010, unless an extension has been approved by the City by that date OR unless the Agreement is terminated earlier in accordance with other provisions herein.

### **3. COMPENSATION AND USE OF FUNDS**

1. Regulation for Use of Funds: The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR 570 (Attachment A), and other regulations governing the use of contract funds, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. It is the Delegate Agency's responsibility to read, understand, and comply with these regulations.
2. Uniform Grant Administrative Requirements and Cost Principles: During the administration of this contract, the Delegate Agency shall comply with, and adhere to:
  - a. Office of Management and Budget (OMB) Circular No. A-110, Uniform Administrative Requirements of Grants and Other Agreements with Institution of Higher Education, Hospitals and Other Nonprofit Organizations; and
  - b. OMB Circular No. A-122, Cost Principles for Nonprofit Organizations; and OMB Circular No. A-21, Cost Principles for Colleges and Universities, as applicable.
3. Total Payments: Unless amended, the total amount of CDBG funds provided by the City to the Delegate Agency under this Agreement shall not exceed \$154,144.41 (one hundred fifty-four thousand, one hundred forty-four dollars and forty-one cents). At the sole discretion of the City, any funds remaining unexpended as of the termination date of this Agreement may be de-obligated from this Agreement and made available for other CDBG projects, as determined appropriate by the City.
4. Reimbursement Requests: This is a cost-reimbursement agreement. Disbursement of funds under this agreement may be requested only for necessary, reasonable, and allowable costs described in PART B, and for which the Delegate Agency has made payment during the period of performance set forth in item 2.1. The City agrees to reimburse the Delegate Agency for such costs, and payment shall be made upon receipt of a request for reimbursement from the Delegate Agency specifying the services performed or expenses incurred. Reimbursements shall be requested no more frequently than once a month, using the reimbursement request form provided by the City (Exhibit C). All requests for reimbursement must be accompanied by documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.), documentation of matching funds expenditure or donations (i.e., volunteer time logs, time sheets, mock invoices for donated items, etc.), and other supporting documentation. Both an invoice and a copy of the signed check with which the payment was made must accompany supporting documentation.

For construction and renovation projects, including façade improvements, a City official will complete a site inspection prior to reimbursements to ensure that materials for which a reimbursement is requested are in place on the building. Reimbursements for construction/building materials, renovations, and façade improvements will only be made once the materials are in place.

5. Double Reimbursement: The Delegate Agency shall not claim reimbursement from the City under this agreement for any portion of its obligations that has been paid by another source of revenue.
6. Restriction on Disbursements: No entitlement funds shall be disbursed to a Delegate Agency except pursuant to a written contract, which incorporates by reference the general conditions of this contract. Disbursements may be suspended or terminated under this contract upon refusal to accept any additional conditions that may be imposed by the City at any time or if the entitlement funds to the City of Wichita under the Federal Act(s) are suspended or terminated.
7. Withholding Payments: All payments to the Delegate Agency are subject to the Delegate Agency's compliance with this agreement. A breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve non-compliance issues.
8. Closeout Reimbursement: Closeout billings are to be submitted ten (10) working days after termination of the contract. If not submitted, the unexpended funds shall revert to the City of Wichita.
9. Program Income: The Delegate Agency agrees to abide by the Program Income Requirements set forth in 24 CFR 570.504(c). When Program Income is generated by an activity that is only partially assisted with CDBG funds, the Program Income shall be prorated to reflect the percentage of said funds used. Program Income is defined as fees received, subsidies, sales and any other program income.

The Delegate Agency agrees to remit all Program Income to the City within five (5) days of its receipt.

#### **4. USE AND DISPOSITION OF PROPERTY**

1. Disposition of Expendable/Non-Expendable Personal Property: The Delegate Agency must obtain written authorization from the City before disposing of an item of equipment with an original cost exceeding \$1,000. All proceeds from the sale of property purchased with CDBG funds must be returned to the City. The Delegate Agency agrees the City may file the appropriate legal instrument(s) necessary to protect the City's financial interest.

All office equipment, supplies, materials and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise specified in PART B.

Upon expiration and/or termination of any non-ongoing Agreement, the Delegate Agency shall immediately return to the City said office equipment, supplies, materials and other property unless otherwise authorized by the City.

2. Disposition of Real Property: All real property purchased or otherwise acquired under the terms of this contract shall be under title of the City unless otherwise specified in PART B.

3. Reversion of Assets: The Delegate Agency agrees that upon termination of this Agreement by any means, all real property of a value in excess of \$25,000 under control of the Delegate Agency by mortgage contract or otherwise, that is not titled in the name of the city and not so transferred, shall be treated as follows:
  - a. The property shall be used, for a minimum period of five (5) years from the termination of this Agreement, and for such additional time as determined to be appropriate by the City, to meet the national objective of benefiting low to moderate income persons and/or preventing or eliminating slum or blight.

After satisfaction of the designated time period and an approve use, no payment is due.

- b. In lieu of such use, the Delegate Agency shall pay to the City an amount equal to the current fair market value of the property, less any portion of the value of the property attributable to expenditures of non-CDBG funds. These payments are Program Income when received.

## **5. ASSIGNMENTS**

1. Assignability: Neither the City nor the Delegate Agency shall assign, sublet, or transfer their interest in this agreement without the prior written consent of the other.
2. Subcontracting/Third Party Contracts: The very nature of certain project activities requires subcontracting. Third parties may be procured for a variety of services, including but not limited to demolition, construction, and renovation, legal services, and engineering services. The Delegate Agency agrees to furnish the City with a copy of each third party contract that it executes in the performance of the work to be undertaken within the scope of this agreement. Furthermore, the Delegate Agency must incorporate in any and all such contracts provisions which will obligate each of its subcontractors or partners to comply with all applicable affirmative action laws, non-discrimination requirements, anti-kickback requirements, debarments, Federal Labor Standard Provisions, and Lobbying Prohibitions issued by Federal agencies applicable to this program. The City must approve, in advance and in writing, any third party contract that is not in accordance with the budget outlined in this agreement. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Delegate Agency.

The Delegate Agency agrees to incorporate or cause to be incorporated in all third party contracts or subcontracts funded under the CDBG program provisions requiring all applicable Federal, state, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, the Delegate Agency agrees to require and monitor compliance by all contractors, subcontractors, and other third parties.

## **6. AUDITS AND INSPECTIONS**

1. Audits and Inspections: The Delegate Agency must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Controller of the City of Wichita. Delegate Agency personnel will make available to City staff and any other auditor authorized by the City, all accounting records needed to conduct an evaluation of the accounting system

and accounting records. If any portion of the funds approved by this contract is subcontracted to other organizations for the delivery of objectives and criteria, the Delegate Agency will ensure that the fiscal and performance records of the subcontractor will be available for inspection by Comptroller Office personnel or duly authorized auditors. In order to ensure this, the Delegate Agency will include an appropriate clause in all of its subcontracts.

The Delegate Agency shall comply as applicable with the provisions of OMB Circular No. A-133, Audits of Institutions of Higher Education and Other Nonprofit Organizations. A single or program-specific audit is required if \$500,000 or more in Federal awards is expended during the fiscal year.

Any Delegate Agency receiving less than \$500,000 in Federal funding shall not be required by the City to undergo an annual independent audit of the CDBG expenditures under this Agreement. Furthermore, no expenditures with respect to any such audit undertaken by the Delegate Agency of its own initiative shall be chargeable to the funds under this Agreement.

All audit reports are due on or before one year after the close of the program year. Before the due date, the Delegate Agency should submit to the City (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In event of the latter, the City will respond in writing to the Delegate Agency to approve or disapprove the request.

#### **7. DELEGATE AGENCY RESPONSIBILITIES**

1. Compliance with Laws: All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments. Further, the Delegate Agency agrees to perform services pursuant to the provisions of this contract and Federal and City regulations, rules and policies and special assurances included therein.
2. Non-Municipal Personnel and Services: All services required herein will be performed by the Delegate Agency under the direction of its Board of Directors or other governing body. Any services, which the Delegate Agency deems necessary to assign to a subcontractor, must first have written approval from the City unless otherwise specified in PART B.

#### **8. DOCUMENTATION AND RECORD KEEPING**

1. Establishment and Maintenance of Records: The Delegate Agency shall establish and maintain records as prescribed by the U.S. Department of Housing and Urban Development, hereinafter referred to as HUD, and/or the City, with respect to all matters covered by this contract.
2. Record Requirements: The Delegate Agency shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 and 570.507, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

- c. Records required to determine the eligibility of activities;
- d. Records which demonstrate compliance with the requirements in 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG assistance;
- e. Records that demonstrate compliance with citizen participation requirements;
- f. Records which demonstrate compliance with requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing;
- g. Records documenting compliance with all Federal Fair Housing and Equal Opportunity regulations in the use of CDBG funds;
- h. Financial records that document all transactions and that can be properly documented and audited, as required by 24 CFR 570.502, and OMB Circular A-110;
- i. Agreements and other records related to lump sum disbursements to private financial institutions for financing rehabilitation as prescribed 24 CFR 570.513;
- j. Other records necessary to document compliance with Subpart K of 24 CFR 570;
- k. Copies of all bid documents, bids received, RFPs, RFQs, and any other procurement documents;
- l. Copies of all third party or subcontracts; and
- m. Detailed records on Delegate Agency's organization, financial and administrative systems, and the specific CDBG-funded project(s) or activities.

Please note that the above descriptions are brief and provide only a summary of the records the Delegate Agency is required to maintain. The Delegate Agency must consult 24 CFR 570.506 for a detailed description of the required records.

3. Retention: The Delegate Agency shall retain all records of all project expenses, activities, correspondence, records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by HUD for a period of five years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, which ever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five years after final disposition of such property. Records for any displaced person must be kept for five years after s/he has received final payment. If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the five year period, the records must be retained until completion of the action and resolution of issues which arise from it, or until the end of the five year period, whichever is later. All files and records will be made available during normal business hours and other reasonable times for review by the City or by HUD.
4. Documentation of Costs: All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part of this contract shall be clearly identified and readily accessible.
5. Inventory Management: The Delegate Agency must submit an annual statement identifying the status of all equipment and non-real property items purchased with CDBG funds by the

contract termination date or by July 31<sup>st</sup> of the following year if the program is ongoing. The status report should inventory all equipment and non-real property purchased with CDBG funds and state the condition of the equipment and its location.

6. Access to Records: The Delegate Agency agrees that the City, HUD, or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project. The City reserves the right, on demand and without notice, to review all of the Delegate Agency's files associated with this Agreement where payments are based on a record of time, salaries, materials, or actual expenses. The same right to review will be imposed upon any third party or subcontractor of the Delegate Agency; therefore, it is the Delegate Agency's responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City and/or HUD to ensure compliance with this Agreement and with all local, state, and Federal regulations.

## **9. PROGRAM EVALUATION**

1. Performance Measures: During the Program Year, the Delegate Agency agrees to work diligently towards the objectives and projected accomplishments outlined in PART B, and to assist the City in demonstrating appropriate program benefit for the project activities implemented by Delegate Agency. If it is determined that any of these objectives will not be completed within the identified timeframe, a request for an extension must be submitted to the City for consideration. Such a request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can reasonably be accomplished. A failure to meet the objectives in PART B, will represent grounds for the imposition of sanctions as found in Section 11-2. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to grant funds will be suspended pending a satisfactory cure to the related incident of nonperformance.
2. Reporting: The Delegate Agency shall be required to submit monthly or quarterly performance reports as specified in PART B no later than the tenth (10<sup>th</sup>) calendar day of each month or quarter (unless otherwise specified), as well as other information and data required by the City to respond to current HUD regulations and for the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) and/or the Integrated Disbursement Information System (IDIS) project set-up and completion activities. Performance and financial reports must be received before the City can honor requests for funds. Sanctions under Section 11-2 will be imposed upon the Delegate Agency for failure to satisfy report due dates. Performance Reports will include, as applicable, at a minimum:
  - a. The City's Performance Report form provided as PART D;
  - b. A description of all project activities that have taken place during the reporting period, including all outreach activities and public participation events;
  - c. Photographs and newspaper/media clippings of progress to date, if applicable;
  - d. A description of any anticipated problems or obstacles, and a plan for how those future obstacles will be addressed;
  - e. A description of how objectives specified for achievement by that date have been met, OR a description of obstacles that have prevented those objectives from being met, how

- those obstacles are being addressed, and a new anticipated date of completion for those objectives;
- f. A description and dollar amount of CDBG funds spent to date, and how much of those funds have already been reimbursed;
  - g. A description and dollar amount equivalent of matching funds (including in-kind) expended to date;
  - h. A description of the number and qualifying low to moderate income characteristics of persons or households assisted with CDBG funds to date;
  - i. Copies of completed applications for assistance received to date;
  - j. Other supportive information or documentation, as applicable; and
  - k. Any other reports or documentation as requested by the City or HUD.
3. Client Data: The Delegate Agency agrees to maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, ethnicity, race, gender, age, head of household, income level, disability, homeless status, or other basis for determining eligibility, and a description of the service provided.
  4. Property Development Data: The Delegate Agency shall maintain complete data on property the Delegate Agency purchases, develops, redevelops, renovates, or sells with assistance from CDBG funds. This information shall include, at a minimum:
    - a. A central inventory of all real property purchased, developed, redeveloped, renovated, or sold with CDBG funds (whether all or in part), including the TOTAL purchase price or cost of development or renovation AND the amount of CDBG funds used for the project (if CDBG funds are from multiple years, specify amounts per year);
    - b. Information on any occupants displaced by the development activity, including but not limited to information that supports the Delegate Agency's compliance with 24 CFR 570.606;
    - c. The number of units and bedrooms per unit before and after renovation; and
    - d. The progress of each development project.
  5. Final Performance Report: The final performance report will also serve as the final project report, and will include, in addition to the requirements listed in item 9.5 above, a thorough assessment of the project, including successes and weaknesses; a comparison of projected accomplishments and objectives to actual accomplishments and goals achieved, including reasons for any discrepancies between the two; notation of any CDBG funds or matching funds that were not expended and reasons why; total number and qualifying low to moderate income characteristics of persons or households assisted with CDBG funds or other resources leveraged by using CDBG funds, including any matching funds or donations that would not have been received without CDBG assistance; and identification of future related projects that may be eligible for CDBG assistance. This final report will be due 14 days after June 30 or the date of final reimbursement, whichever is later.

## **10. PROGRAM MONITORING**

1. General: City staff will evaluate progress based on the objectives, criteria, work schedule and budget in PART B, to determine if it is consistent with the initial purpose of the project, the City's strategies, comprehensive and neighborhood plans, and if it has a positive impact on

the City and its neighborhoods. All data necessary to review and monitor program progress as determined by the City will be made available to City personnel. This includes, but is not limited to, performance records and interviews with the Delegate Agency staff and program participants, as required by the City. City personnel will also make field inspections at the office/job site(s) at least annually.

2. Financial Monitoring: City staff shall monitor, review, and evaluate the financial procedures of the Delegate Agency through documents submitted to the City and on-site monitoring. The Delegate Agency shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice being given to the Delegate Agency, the City shall schedule at least one on-site visit and other visits that may be needed during the course of this Agreement.
3. Other Funding: If the attached Budget Detail, PART C, shows that funding for this program is to be provided from other sources, the receipt and expenditure of such funds must be adhered to as specified and is subject to review. All accounting records necessary to complete a review of other funding sources must be made available. Any change in the attached budget that affects funding from sources other than the City must have prior written authorization from the City.
4. Programmatic Monitoring: City staff shall monitor, review, and evaluate the Delegate Agency. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice being given to the Delegate Agency, the City shall schedule at least one on-site visit and other visits that may be needed during the course of this Agreement. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.
5. Projects Involving Construction or Renovation: For all projects requiring building construction or renovation, the construction/renovation must comply with the City building code and all zoning regulations. Additionally, for construction/renovation projects, including façade improvements, a City official will complete a site inspection prior to reimbursements to ensure that materials for which a reimbursement is requested are in place on the building. Reimbursements for construction/building materials and façade improvements will only be made once the materials are in place.
6. Monitoring Letters and Reports: A Contract Compliance Monitoring Checklist (CCMC) will be completed after each visit by City staff, and all worksheets will be maintained in City files. Within a reasonable period of time (generally 14 days) after the monitoring visit, the City shall furnish to the Delegate Agency a copy of the completed CCMC and any necessary letters or reports summarizing the monitoring visit. Such letters and reports will include any findings or concerns and recommendations for improvement.
7. Delegate Agency Response: The Delegate Agency shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

## **11. TERMINATION, SANCTIONS AND CLOSEOUTS**

1. Termination: In the event that the Delegate Agency fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with 24 CFR 85.43. The City may also terminate this Agreement for convenience in accordance with 24 CFR 85.44.

Furthermore, CDBG funding to be made available by the City under this Agreement is contingent upon necessary appropriations by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the City, this Agreement may be terminated in whole or in part.

In the event of termination of this Agreement by the City due to Delegate Agency noncompliance, as set forth above, the Delegate Agency shall refund to the City all unexpended monies provided under the Agreement. At the City's discretion, the Delegate Agency may also be required to refund all CDBG funds awarded during the period of this Agreement that have already been spent by the Delegate Agency and reimbursed by the City.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
  - b. Demand for a cure; and
  - c. Statement of reasonable time within which a cure must be affected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.
2. Imposition for Sanctions: The City reserves the right to impose sanctions on the Delegate Agency for the violation of any of the terms of this Agreement, failure to comply with the terms of Part B of this Agreement, or failure to undertake the project in a timely manner.

If the City elects to impose sanctions they may include, but are not necessarily limited to, withholding any and all project funds, termination of the Agreement, requiring the Delegate Agency to return funds already received, or barring the Delegate Agency from future funding.

3. Closeout: The Delegate Agency's obligation to the City shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/progress report to the City, disposing of program assets (including the return of all equipment, program income balances, and receivable accounts to the City), and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Delegate Agency.
4. Property of the City: Any data or material furnished by the City to the Delegate Agency shall remain the property of the City, and when said data or material is no longer needed by the Delegate Agency for the performance of this Agreement, it shall be returned to the City.

## 12. TAXES

1. Payment of Taxes: The City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Delegate Agency, and all such taxes shall be paid by Delegate Agency; however, should the City nevertheless pay any such taxes, the Delegate Agency shall immediately reimburse the City.

## 13. LAWS, REGULATIONS AND SPECIAL CONDITIONS

The information in this Article is included for the convenience of the Delegate Agency and to inform the Delegate Agency of the diverse statutory and regulatory requirements to which the acceptance of CDBG funds makes them subject. ***For the actual regulatory or statutory requirements, the Delegate Agency should consult the actual laws, regulations, and documents referenced in this Article.*** In addition to the other requirements set forth herein, the Delegate Agency shall likewise comply with the applicable provisions of Subpart K of 24 CFR 570, in accordance with the type of project assisted. Many of the referenced regulations are included in Attachment A or other Attachments to this Agreement. All are available online, and upon request, the City may provide these materials to the Delegate Agency.

1. Environmental Review: In accordance with 24 CFR 570.604, the activities under this Agreement are subject to environmental review requirements. Such requirements may include, but are not necessarily limited to, activities related to historic districts and/or properties, floodplain management and wetland protection, noise, wild and scenic rivers, air quality, farmlands protection, environmental justice, airports, site contamination, and hazardous facilities. There shall not be any costs incurred or funds obligated until such time as an Environmental Review (ER) is completed for each project (generally one per project). The City shall complete the ER. The Delegate Agency also agrees to comply with the following regulations insofar as they apply to the use of CDBG funds:
  - a. Clean Air Act, 42 U.S.C., 1857, et seq.;
  - b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
  - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended;
  - d. National Environmental Policy Act of 1969; and
  - e. HUD Environmental Review Procedures (24 CFR 58).

Delegate Agency should note that completion of the ER is the City's responsibility. Nothing in this section or in any other part of this Agreement should be construed as relieving the City of this responsibility or placing this responsibility on the Delegate Agency.

2. Labor Standards: The Delegate Agency and all subcontractors engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement are subject to the Federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Delegate Agency is required to pay all laborers and mechanics employed on

construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332). The Delegate Agency shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing there under is intended to relieve the Delegate Agency of its obligation, if any, to require payment of the higher rates.

This section shall apply to the rehabilitation of residential property ONLY if such property contains eight or more units, as determined by the City using HUD guidelines.

Delegate Agencies MUST consult the City prior to soliciting bids for any work that must conform to Davis-Bacon requirements, if applicable.

3. Anti-Kickback Rules: Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Anti-Kickback Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 103; title 18 U.S.C., section 874; and Title 40 U.S.C., section 276c). The Delegate Agency shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all third party contracts or subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations. Furthermore, the Delegate Agency shall be responsible for the submission of affidavits required of subcontractors there under, except as the Secretary of Labor may specifically provide for variations of or exceptions from the requirements thereof.
4. Debarment and Suspension: In accordance with 24 CFR 24, the Delegate Agency shall not employ or otherwise engage any debarred, suspended, or ineligible contractors or subcontractors to conduct any activities under this Agreement. The Delegate Agency will consult appropriate references, including but not limited to the Excluded Parties Listing Service website at [www.epls.gov](http://www.epls.gov), to ascertain the status of any third parties prior to engaging their services. The Delegate Agency will submit to the City the names of contractors and subcontractors selected under this Agreement, including a certification by the Delegate Agency that it has determined that none of these entities are presently debarred, suspended, or ineligible.
5. Emerging Business Enterprises: If a Delegate Agency solicits or requests an invitation for bids, every effort feasible will be made to contact emerging, minority-owned, and women-owned business enterprises for a response to the solicitation or invitation for bidders. If utilizing a minority subcontractor, the Delegate Agency shall summarize what portion of the project the minority subcontractor handled. At the end of the project, the Delegate Agency shall submit a summary of all payments made to the minority subcontractor(s). The Delegate

Agency shall submit all necessary forms with quarterly reports to assure compliance with this requirement.

6. Section 3 - Employment Opportunities for Area Residents: The Delegate Agency and any authorized subcontractor shall be subject to all applicable provisions of the Housing and Community Development Act of 1974 (42 U.S.C. 5301), as amended, including but not limited to Executive Order 11246 and Section 3 of the Housing and Community Development Act of 1974, "Employment Opportunities for Business and Lower Income Persons in connection with Assisted Projects" (HUD 24 CFR 135). These require that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to businesses that are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the Contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Delegate Agency utilizes the bidding procedure to obtain bids, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 and the clause (Attachment B) shall be inserted as a component part of any contract or subcontract.
7. Building and Zoning Regulations and Permits: The Delegate Agency agrees to comply with all laws of City of Wichita and the State of Kansas. In particular, the Delegate Agency shall comply with all applicable building and zoning regulations. In addition, the Delegate Agency shall obtain all necessary permits for intended improvements or building activities.
8. Fire Protection: The Delegate Agency agrees to comply with the Fire Administration Authorization Act of 1992. This Act requires that existing dwelling units receiving housing assistance under this contract, including operating assistance, must be protected by hard-wired or battery-operated smoke detector(s) installed in accordance with NFPA 72.
9. Flood Disaster Protection: This Contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-234). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.
10. Property Standards and Lead-Based Paint: All housing assisted shall meet the Statewide Building Code, the International Building Code, and the lead-based paint requirements in 24.CFR Part 35. In accordance with regulations, the Delegate Agency shall adhere to lead-based paint notification and abatement practices, as applicable, and in no case shall use lead-based paint in the construction or rehabilitation of the properties assisted under this Agreement.

In addition to compliance with the requirements found at 24 CFR Part 35, the Delegate Agency will comply with the requirements found at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with

regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.). The Delegate Agency will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS). The Delegate Agency will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992.

11. Section 104 (d) - Relocation and Replacement Requirements: In accordance with 24 CFR 570.606 (found in Attachment A), the Delegate Agency shall take all reasonable steps to minimize displacement as a result of the activities funded under this Agreement. Any persons displaced as a result of the activities funded under this Agreement shall be provided relocation assistance to the extent permitted and required under applicable regulations.

If the Delegate Agency conducts any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property with CDBG funds, it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Delegate Agency shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by said regulations and documents. The Delegate Agency hereby agrees to defend, to pay, and to indemnify the City from and against any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by Federal statutes and regulations in connection with projects undertaken pursuant to this Agreement.

12. Section 106 - Historic Preservation Requirements: The Delegate Agency agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), and the procedures set forth in 36 CFR 800 insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the Kansas State Historic Preservation Officer for all acquisition, rehabilitation, and demolition of properties that are fifty years old or older, are located in or adjacent to a historic district, or that are included on a Federal, state, or local historic property list, or that have been determined eligible for inclusion on such a list. The Delegate Agency shall notify City staff immediately upon determining that a property may fall into this category.
13. Section 504 - Persons with Disabilities: The Delegate Agency, in the implementation of projects funded by this Agreement and in all of its other operations, will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Delegate Agency.
14. Discrimination Prohibited: No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination

under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Delegate Agency receiving funds pursuant to this contract.

The Delegate Agency further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements" as provided in Attachment C.

15. Fair Housing: The Delegate Agency will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284, 42 U.S.C. 3601-20), as amended and will administer all funded projects related to housing and community development in a manner to affirmatively further fair housing.

In all advertising of residential real estate for rent, sale or financing, the Delegate Agency will ensure that the Equal Housing Opportunity logotype, statement or slogan is included as a means of educating the home seeking public that the property is available to all persons regardless of race, color, religion, sex, handicap, familial status, or national origin. In all other advertising for goods or services, the Delegate Agency will ensure that a statement that the Delegate Agency is an Equal Opportunity Agency is included in all formal, written advertisements.

16. Equal Credit Opportunity Act: In accordance with provisions of the Equal Credit Opportunity Act, there shall be no discrimination against any credit applicant on the basis of sex, race, marital status, national origin, religion, handicap, or age. Information obtained by the Community Housing Services staff and used by the Loan Committee and, if necessary in accord with Section I.C.3 of this policy, the Board of Directors, to evaluate a loan application shall be kept confidential.

17. Nepotism: No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Delegate Agency or is employed in an administrative capacity by the Delegate Agency. For the purposes of this section, "immediate family" includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild; "administrative capacity" includes those who have selection, hiring, supervisory or operational responsibility for the program.

18. Conflict of Interest: The Delegate Agency hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, In accordance with 24 CFR 570.611, no member, officer, or employee of the Delegate Agency who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for

themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

19. Political Activity Prohibited:

- a. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity.
- b. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

20. Lobbying Prohibited: None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas. The Delegate Agency shall assure compliance with the regulations at 24 CFR Part 87 by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.

The Delegate Agency certifies to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Delegate Agency to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Delegate Agency will complete and submit Standard Form LLL., "Disclosure Form to Report Lobbying," in accordance with its instruction.
21. Religious Organizations: 24 CFR Part 570.200 (i) has been amended by the federal government as outlined in Attachment A. Subrecipient shall follow federal regulations, as amended.

#### **14. MISCELLANEOUS CLAUSES AND NOTICES**

1. Findings Confidential: Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Delegate Agency under this Agreement are confidential. The Delegate Agency agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.
2. Dissemination of Information: The Delegate Agency, at such times and in such forms as HUD and/or the City may require, shall furnish to HUD and/or the City, such statements, records, reports, data and information as HUD and/or the City may request pertaining to

matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Delegate Agency under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City as set forth in K.S.A. 45-201 et. seq.

3. Identification of Documents and Projects: All projects, reports, maps, news releases and/or other documents undertaken as part of this contract, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: “City of Wichita”, then name of the Delegate Agency, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: “The (preparation/funding) of this project, report, map, document, etc., was financed (in part/wholly) through a grant from the U.S. Department of Housing and Urban Development and the City of Wichita under the provision of Title I of the Housing and Community Development Act of 1974.”
4. Training Required: It shall be the responsibility of the Delegate Agency to participate in all appropriate training conducted by the department of Housing and Community Services or approved by the City of Wichita. The City shall provide timely notice of all training.
5. Copyrights: If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to HUD regulations. HUD and the City reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.
6. Patents: Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to HUD and the City for determination by HUD and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to HUD regulations.
7. Anti-Trust Litigation: For good cause, and as consideration for executing this contract, the Delegate Agency, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Delegate Agency pursuant to this contract.

## **15. APPENDICES**

All attachments referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Attachment A – 24 CFR 570 (web site link and index)

- Attachment B – Section 3 Clause
- Attachment C – Revised Non-Discrimination and Equal Employment Opportunity Statement  
for Contracts or Agreements

**16. AUTHORIZATION TO ENTER INTO CONTRACT**

The undersigned person signing as an officer on behalf of the Delegate Agency, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Delegate Agency and to bind the Delegate Agency to this Agreement, and further that said Delegate Agency has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

**DELEGATE AGENCY**

\_\_\_\_\_  
Kathy Drake, President  
Community Housing Services

\_\_\_\_\_  
Date

**CITY OF WICHITA**

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

\_\_\_\_\_  
Date

**Title 24--Housing and Urban Development**

**CHAPTER V--OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING  
AND DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**PART 570--COMMUNITY DEVELOPMENT BLOCK GRANTS**

**Source: [http://www.gpo.gov/nara/cfr/waisidx\\_04/24cfr570\\_04.html](http://www.gpo.gov/nara/cfr/waisidx_04/24cfr570_04.html)**

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### **SECTION 3 CLAUSE**

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and

employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

H. Section 3 Goals. The City of Wichita in accordance with 24 CFR Part 135, has establish goals for CDBG assisted projects. All Section 3 covered contracts shall include the Section 3 clause as shown above. Consistent with existing Federal, State and local laws and regulations, the City of Wichita has set the following goals to comply with the Section 3 requirements:

- Committing to employ Section 3 residents at a rate of 30% of the aggregate of new hires for housing and community development assisted projects
- Committing to contract a minimum of 10% of the total dollar amount of all other Section 3 covered contracts, such as community development infrastructure improvements or professional services.

Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of CDBG funds for the following activities:

- Housing construction
- Housing rehabilitation
- Other public construction

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
  
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
  
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department

of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier;
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**Part B**  
**WORK PROGRAM AND BUDGET**

**PROGRAM NAME: HAZARDOUS HOUSING PREVENTION/ELIMINATION PROGRAM**

**DELEGATE AGENCY INFORMATION**

**NAME:** Community Housing Services

**CONTACT PERSON(S):** Tim Hagan, Executive Director

**ADDRESS:** 4620 E. 13<sup>th</sup> – Wichita, KS 67208

**PHONE:** 316-685-2656

**FAX:** 316-685-2811

**EMAIL:** [tim@chswichita.org](mailto:tim@chswichita.org)

**CONTRACT PERIOD:** March 1, 2009 through February 28, 2010

**CITY COUNCIL APPROVAL DATE:** February 10, 2009

**HUD OUTCOME PERFORMANCE MEASUREMENTS**

**NATIONAL OBJECTIVE(S):**      ☒ Low/Mod Benefit    ☒ Slum/Blight    ☐ Urgent Need

**OBJECTIVE CATEGORY:**      ☒ Sustainable Living Environment    ☒ Decent Housing  
   ☐ Creating Economic Opportunities

**OUTCOME CATEGORY:**      ☐ Availability/Accessibility    ☐ Affordability  
   ☒ Sustainability

National Objective: The National Objective will be met under Section 105(c)(3) of the authorizing statute, the Housing and Community Development Act of 1974, which requires the acquisition or improvement of property for housing to qualify as benefiting low to moderate income persons, meaning the housing must be occupied by such persons.

Program Eligibility: The expenditures of CDBG funds for this project is authorized under 24 CFR § 570.202(b)(1), assistance to non profit organizations to acquire, for the purpose of rehabilitation, and to rehabilitate properties for use or resale for residential properties.

Primary Objective: By meeting the national objective and program eligibility requirements cited above, this program carries out the primary objective of the development of viable urban communities, by providing decent housing and a suitable living environment and/or expanding economic opportunities principally for persons of low and moderate income.

The Delegate Agency, Community Housing Services, agrees:

1. It is the principal administrative and coordinating agency for this project, contracting and/or subcontracting outside services, as may be necessary, subject to compliance with all applicable local, state and federal laws; and
2. It is the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of the contract entered into; and
3. It will maintain, during the term of this agreement, a filing with the Secretary of the State of Kansas as a not for profit corporation, or shall be designated a 501 (c)(3) tax-exempt organization by the Internal Revenue Service. Evidence of such status will be provided the City upon request.
4. It shall have the responsibility of maintaining the property until such time as the project is complete and the newly rehabilitated home has been sold to a CDBG-eligible buyer as defined by HUD income guidelines (Exhibit A).
5. It will undertake site improvements upon completion of construction. Site improvements may include, but are not limited to, installing front yard sod, seeding of back yard, or 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.
6. It will provide a one-year construction warranty for all homes rehabilitated under this Agreement.

Program Description: The Hazardous Housing Prevention/Elimination Program addresses several priority needs identified in the 2004-2008 Consolidated Plan, including improving blighted areas and abandoned properties. The primary function of this program is to reduce substandard housing and blight at scattered sites throughout the City. A property is blighted when it is deteriorating and/or hazardous to the public or neighboring property, resulting in a distressed neighborhood. This program will focus on boarded up and/or abandoned buildings as well as other problem properties.

Under this program, the Delegate Agency may acquire and rehabilitate blighted properties to increase quality affordable housing stock for low to moderate income individuals and families. CHDOs and/or other developers will be given specific timeframes to complete renovations, but deadline extensions can be granted provided effort is being made to restore the property.

Funds will be used to cover costs associated with compliance with all federal regulations and can include, but are not limited to, financial feasibility reviews, title searches, construction

inspections, environmental review, acquisition, demolition, rehabilitation, reconstruction, architectural design, site improvement, maintenance, developer fees and marketing for sale properties. Proceeds generated by the sale of properties rehabilitated under this agreement are to be returned to the City.

Program Content: The Delegate Agency shall complete the following objective(s) in a manner acceptable to the City, in accordance with the schedule, budget and conditions detailed below. The City reserves the right to revise or otherwise alter established objective(s) and criteria during the program year in an effort to allow for meaningful program measurement and evaluation which will directly impact future funding recommendations.

Goal: To stop the spread of blight in the city by preventing or eliminating boarded up and/or abandoned buildings.

Objective: To acquire and rehabilitate at least two properties to be occupied by a low to moderate-income homeowner.

Criteria:

1. Identify distressed and vacant properties suitable for rehabilitation.
2. Generate scope of work, construction drawings, and line item cost estimates for the property.
3. Solicit contractor proposals, award contracts, provide project management, and negotiate sales contracts.

Outcomes:

1. Assist low and moderate-income residents to acquire safe, affordable housing. Homes must be re-sold to owner-occupant homebuyers, with incomes not exceeding 80% of median.
2. Maintain/improve existing housing stock through rehabilitation activities.

Program Administration: It is mutually agreed by and between the City and the Delegate Agency that the total CDBG funds available to the Delegate Agency for this project will be used to rehabilitate blighted, abandoned single-family homes for resale to income eligible owner-occupant individuals or families. The City will require verification of the household income of proposed buyers. Additionally, any costs in excess of the current balance available in this agreement and/or payment of any disallowed costs resulting from an audit are the responsibility of the Delegate Agency.

To be eligible for this program, properties acquired under this agreement must be, approved by the City, and be vacant, blighted residential structures. Housing rehabilitated under this agreement must be resold to an income-eligible, owner-occupant buyer. The Delegate Agency agrees that its purchase of the property and its other undertakings pursuant to this agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

The Delegate Agency represents and agrees that it will remain the owner of the properties until it reaches agreement with a prospective buyer of the property and, by mutual agreement, the Delegate Agency will transfer title to the prospective buyer. All CDBG assistance will be repaid to the City. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Delegate Agency to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Delegate Agency.

The Delegate Agency Executive Director, with contract oversight provided by the City of Wichita Housing and Community Services, will supervise operations and administration on a day-to-day basis.

1. Vacant properties must be designated slum/blight and located within the city of Wichita.
2. Program recipients must be residents of the city of Wichita.
3. The Delegate Agency must ensure that recipients' household income does not exceed 80% of current HUD Fiscal Year Income Limits as shown in Exhibit A attached hereto.
4. The Delegate Agency must comply with 24 CFR 570.506(b)(3)(iii) to document residency and income eligibility. Only third party documentation will be used such as, but not limited to, income tax returns, employer statements, paycheck stubs, social security and public assistance earnings statements, or similar documentation.

#### Permissible Uses of Funds

1. Abatement of code violations which threaten the life, health or safety of the owner-occupant and his/her household members
2. Abatement of incipient violations which threaten the life, health or safety of the owner-occupant and his/her household members

Rehabilitation Administration: The City and Delegate Agency understand and agree that the requirements of this section apply solely to acquisition, rehabilitation and resale of a house to a low to moderate-income household:

#### **Environmental Review and Approval**

- i. In accordance with 24 C.F.R. Part 58.22, the Delegate Agency agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.
- ii. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory

completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

- iii. The Delegate Agency agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.
  - iv. Until the City has approved the environmental review for the project, neither the Delegate Agency nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.
  - v. The Delegate Agency agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.
  - vi. The Delegate Agency agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.
1. To assure the rehabilitation is not on a site contaminated by hazardous materials, the City shall undertake a Phase I environmental assessment prior to acquisition and rehab, upon completion, will notify the Delegate Agency of the outcome.
  2. The Delegate Agency shall consult with the Planning Department regarding the necessity and scope of the environmental assessment. Depending on the results of such assessment, either party may choose to terminate this agreement because of the anticipated costs of remediation.
  3. The Delegate Agency shall remediate or cause to be remediated all known contaminants and hazardous materials shown by such assessment report, or test shown to exist or be present in or under the site or either party may choose to terminate this agreement. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment or the federal Environmental Protection Agency.

4. The Delegate Agency agrees to forever indemnify, release, and hold the City harmless from and against all liabilities, claims, judgments, costs, penalties, fines, causes of action, and expenses suffered by, incurred by, or assessed against the City whether incurred by actions of any governmental agency or entity, by any private claimant or by the Delegate Agency's own actions necessary to remediate the site or as the result of the presence, disturbance, discharge, release, removal, or clean up of any hazardous materials upon the site or under the site.
5. The Delegate Agency agrees to notify the City of any structure requiring major exterior repairs. The City will request the Historic Preservation Planner to determine within ten (10) working days whether the structure may be eligible for nomination as a historic property. During this time, or upon determination the property may be eligible, the Delegate Agency will not proceed unless, and until, it has received written clearance from the City. The Delegate Agency agrees to comply with the lead-based paint provisions of the new 24 CFR Part 35. Specifically, the Delegate Agency will: (1) notify assisted households in residences constructed prior to 1978 of the hazards of lead-based paint poisoning; (2) not use, or allow to be used, lead-based paint on applicable surfaces of structures to be rehabilitated; (3) perform a visual assessment of the existing painted surfaces of all housing constructed prior to 1978 to determine if existing paint is intact; (4) based on the finding a risk assessment may be required or the property is presumed to contain lead paint and steps required in 24 CFR Part 35 must be followed; (5) all projects require a clearance exam and report upon completion.
6. The Delegate Agency shall use reasonable efforts to cause, with the City's cooperation, all electric, telephone, and other utility and equipment for the project to be placed underground within public rights of way or utility easements located within the property lines.
7. The Delegate Agency shall ensure that all utility permits, certificates of occupancy and all other licenses and permits and easements required are obtained for the operation of the project.
8. The Delegate Agency shall notify the City promptly of any actual or anticipated change or delay in the project of which the Delegate Agency becomes aware.
9. The City and its agents designated by the City shall, at all reasonable times during development of the project and rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.
10. Upon completion of the project, the Delegate Agency shall maintain the interior and exterior of the building(s) and grounds, and secure and continuously maintain fire, hazard and extended insurance covering such building while owned by the Delegate Agency.

Required Documentation: The Delegate Agency shall have on file the documents listed below, and any other documents reasonably required, prior to the commencement of rehabilitation.

When necessary, the Delegate Agency shall also make the requisite filings of such documents with appropriate officials:

1. Opinions of counsel relative to each of the parties, other than the City, in form and substance acceptable to the City which opine as to each that: it is duly organized and validly existing under the laws of the State of Kansas; it has the requisite power to execute the agreement and the documents under the agreement and to consummate the transactions contemplated thereby; identifies who has the legal authority to sign legal documents on behalf of the Delegate Agency; the persons executing the agreements are authorized to do so; the execution and delivery of the agreement and related documents contemplated by it will not conflict with the terms, covenants and the provisions of any judgment, order, decree, injunction or ruling of any governmental agency, body or authority to which it is subject or of any material provision of any agreement, contract, indenture or instrument to which it has party or is bound, or constitutes a material breach there under; and is duly authorized and registered to carry on business under the laws of Kansas;
2. A Certificate by the Delegate Agency that it has examined the structure and land, and made all investigations reasonably necessary for the performance of its duties under this agreement including obtaining the required City of Wichita/HUD zoning and environmental, and historic preservation reviews;
3. A copy of the Lead-Based Paint Certification (Exhibit B) will be retained in the file of each property assisted with CDBG funds under this contract;
4. Certificates of insurance evidencing the Delegate Agency and all other parties have procured all insurance required by this agreement;
5. In order to protect the City's interest, hazard insurance shall be required on all structures receiving a Loan. The insurance policy must name the City of Wichita as a beneficiary for the amount of the loan;
6. In the case where the Delegate Agency submits a claim for repair or demolition and clearance arising out of any fire, explosion or windstorm, and that claim is in excess of 75% of the face value of the policy, under City Code 18.17.010 et seq. in accordance with K.S.A.40-3901 et seq. The insurance company shall execute a draft to the City of Wichita and the property owner in the amount of the claim. The City of Wichita shall retain 15% of the proceeds in an interest bearing account for the property owner until the property is cleared or brought into compliance with City Code by the property owner. Prior to final settlement, the Office of Central Inspection will examine the property to ensure compliance to the code. If the property meets compliance to the code, the Office of Central Inspection will authorize the Department of Finance to release the remaining proceeds and any interest earned to the property owner.
7. Plans, specifications, and such other documentation including schematic drawings, plans and renderings of the project as may reasonably be requested by the City to ensure orderly development of the project.

Other Requirements: The Delegate Agency shall use its own procurement practices which comply with applicable state and local laws, rules and regulations so long as those practices do not unduly limit bidding competition. Additionally, procurement made with federal grant funds shall adhere to the standards set forth in OMB Circular A-110, including:

1. Maintaining a code or standard of conduct governing the performance of the Delegate Agency's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.
2. Advertising of procurement transactions as appropriate without regard to a dollar value in a manner allowing maximum free and open competition. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchase procedures defined in A-110.
3. Invitations for bids shall be based on specifications developed by the Delegate Agency. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.
4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
5. The Delegate Agency agrees to purchase services, goods and materials on an "as needed basis" and at the "lowest price obtainable".
6. The Delegate Agency will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

Funding: It is mutually agreed by and between the City and the Delegate Agency that in return for the \$154,144.41 remuneration stated herein, the Delegate Agency will undertake a Hazardous Housing Prevention/Elimination Program activity that will result in the rehabilitation of at least two single family homes within the City of Wichita.

Budget: The City shall pay the Delegate Agency as hereinafter set out the maximum of \$154,144.41 for the program described in this contract. An administrative fee in the amount of 10% of the total development cost will be paid to the Delegate Agency in connection with each completed project, except in cases where project costs exceed sale price. The administrative fee will be pre-determined at the onset of the construction of each home, and will be paid upon the closing of the sale of each individual home. Proceeds from the sale of homes, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of development subsidy loans provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed projects and extended grant authority as a result of repayments generated by the project. Extended grant

authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Method of Payment: The Delegate Agency agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and the CDBG program.

1. The City and the Delegate Agency also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
2. The Delegate Agency will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this Agreement will be retained in the Delegate Agency's files for five (5) years after the final audit of expenditures made under this contract.
3. Construction costs will be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted.

Records and Reports: Records shall be maintained documenting performance to be indicated in a quarterly report. Said report shall be due to the City of Wichita no later than the tenth (10<sup>th</sup>) calendar day of each quarter.

1. It shall indicate cumulative expenditures and balance remaining, identified by category of expenditure (acquisition, rehabilitation, administrative fee, accounting & legal, architects), since program inception. The report shall also indicate, by race and gender, the number of households/ persons served during the quarter with CDBG funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses and section 3 contractors.
2. Financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and gender, the number of households/persons served during the year with CDBG funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses and section 3 contractors.
3. Additionally, a narrative or other description of progress may be provided.

Program Evaluation: The City shall evaluate this project based on the objective(s) stated in the “Objective” section of Part B. Failure by the Delegate Agency to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Delegate Agency on a pro rata basis with level of service. Delegate Agency records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

## 2008 FEDERAL ADJUSTED INCOME LIMITS

(Based on Area Median Income for Wichita, KS)

Family Size	100%	80%	60%	50%	30%
1	42,800	34,250	25,700	21,400	12,850
2	49,000	39,150	29,400	24,500	14,700
3	55,100	44,050	33,050	27,550	16,500
4	61,200	48,950	36,700	30,600	18,350
5	66,100	52,850	39,650	33,050	19,800
6	71,000	56,800	42,600	35,500	21,300
7	75,900	60,700	45,550	37,950	22,750
8	80,800	64,600	48,500	40,400	24,200

## LEAD-BASED PAINT CERTIFICATION

### Notice of Warning - Lead-Based Paint Poisoning Provide Owner/Tenant

☐ I have received a copy of the Notice entitled "Watch Out for Lead-Based Paint Poisoning"

☐ Notice not provided - Structure built after 1978

---

Print Full Name

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Signature

---

Date

**Applicable surfaces included in work?** (Defined as all intact and non-intact interior and exterior painted surfaces of a residential structure)

**Inspected for defective paint?** (Defined as paint on applicable surfaces that is cracking, scaling, chipping, peeling or loose)

☐ Yes                      ☐ No - Structure built after 1978

☐ Yes                      ☐ No - No children under age 7

**Defective Paint found?**

☐ Yes (Describe abatement/testing actions taken)                      ☐ No

---

Name/Title

---

Date



## Budget

Contractual Expenses: Eligible Expenses under the this grant agreement include financial feasibility reviews, title searches, construction inspections, environmental review, acquisition, demolition, rehabilitation, reconstruction, architectural design, site improvement, maintenance, developer/administrative fees, and marketing expenses involved in the sale properties developed under this agreement.

	<u>\$154,144.41</u>
TOTAL	\$154,144.41



**Kansas Community Services Block Grant (CSBG) Program**

**Agency Cover Sheet**

**Program:** FFY 2009 CSBG Non-Discretionary

**Amount of Anticipated Allocation:** \$1,026,531.00

**Name of Applicant Agency:** City of Wichita

**Agency Address:** Career Development Office 444 East William

**City/State/Zip+4:** Wichita, KS 67202

**Service Area for this Project:** Sedgwick County

**EIN:** 48-6000653

**Contact Individual for Matters Related to This Application:** Joyce Stockham

**Contact's Phone No.:** 316-337-9444 Ext 110

**Contact's E-Mail Address:** jstockham@wichita.gov

Certification: To the best of our knowledge, the information contained within this application is correct and has been authorized by the governing body of this organization. We acknowledge that information contained in this application becomes part of the terms and conditions of any grant that is awarded on the basis of this application. We will comply with the stipulations of the grant if this application is approved.

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Assurances for Community Services Block Grant Applications**

The subgrantee certifies that it agrees to use the **Fiscal Year 2009** funds available through the Community Services Block Grant:

- For the support of activities that are designed to assist low-income families and individuals, including families and individuals receiving assistance under part A of title IV of the Social Security Act (42 USC 601 et seq.), homeless families and individuals, migrant or seasonal farm workers and elderly low-income individuals and families -
  - to remove obstacles and solve problems that block the achievement of self-sufficiency (including self-sufficiency for families and individuals who are attempting to transition off a state program carried out under part A of title IV of the Social Security Act);
  - to secure and retain meaningful employment;
  - to attain an adequate education, with particular attention toward improving literacy skills of the low-income families in the communities involved, which may include carrying out family literacy initiatives;
  - to make better use of available income;
  - to obtain and maintain adequate housing and a suitable living environment;
  - to obtain emergency assistance through loans or grants to meet immediate and urgent family and individual needs;
  - to achieve greater participation in the affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners;
- To address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth and support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing youth crime, such as -
  - programs for the establishment of violence-free zones that would involve youth development and intervention models (such as models involving youth mediation, youth mentoring, life skills training, job creation and entrepreneurship programs); and
  - after-school child care programs; and
- To make more effective use of and to coordinate with other programs related to the purposes of this subtitle (including state welfare reform efforts).

The subgrantee certifies that it will provide, on an emergency basis, for the provision of such supplies and services, nutritious foods and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.

The subgrantee certifies that it will coordinate and establish linkages with governmental and other social services programs to assure the effective delivery of such services to low-income individuals and to avoid duplication of such services. The subgrantee will, to the maximum extent possible, coordinate programs and form partnerships with other organizations serving low-income residents of the communities and members of the groups served by the state, including religious organizations, charitable groups and community organizations.

The subgrantee agrees to participate in the Results Oriented Management and Accountability (ROMA) system for measuring performance and results.

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Executive Director

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Board Chair

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Date

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Date

## Attachment A

B.

**Kansas Community Services Block Grant – FFY 2009 Non-Discretionary Formula Grants**

## CHECKLIST

Checklist Item	Applicant Use	KHRC Use
IIA. Application Cover Sheet & Assurances	X	
IIB. This Checklist w/Applicant Use Column Checked	X	
IIC. Application Summary	X	
IID. Community Action Plan		
1. Organizational Profile	X	
1a. Organizational Chart	X	
1b. Board of Directors Using the Form Provided (Attachment B)	X	
1c. Service Delivery	X	
2. The Deployment – PY 09 Activities	X	
3. Performance Targets	X	
4. Evaluation Narrative	X	
IIIE. Fiscal Information		
Budget Summary (KS-CSBG 01)	X	
CSBG Direct Exp. & Fair Share/Budget Narrative (KS-CSBG 02a)	X	
Administrative Cost Pool ( KS-CSBG 02b)	X	
Cost Rate Agreement		
Worksheet for Calculation of Shortfall ( KS-CSBG 02c)	X	
IIIF. Signed Certifications		
Lobbying	X	
Drug-Free Workplace	X	
Debarment/Suspension	X	
Environmental Tobacco Smoke	X	
IIIG. Community Assessment (Dated and Bound Separately) and/or Dated Annual Update		
Including a Declaration of Frequency		
Other –		
Dated Inventory List IF applicable (Policy 9304)		
Dated Bylaws IF changed from last submission		
Dated Personnel Policies IF changed from last submission	See website	

<a href="http://www.wichitagov.org">http://www.wichitagov.org</a>		
Dated Fiscal Policies IF changed from last submission		
Dated Board Approved Eligibility Criteria IF changed from last submission <a href="http://www.wichitagov.org">http://www.wichitagov.org</a>		
Regarding the above documents, electronic or paper copies accepted. Alternately, and if posted, a website address may be provided.	See website	
Are application pages numbered consecutively?	YES	
Is the applicant agency identified on each page?	YES	
Comments:		

### C. Application Summary

The mission of the Career Development Office (CDO) is to assist the area's low-income population improve their self-sufficiency through employment and access to support services. The CDO is a division of the City of Wichita, which serves as the Community Action Program (CAP) for the residents of Wichita and Sedgwick County. The City has been the CAP for over thirty years, successfully managing the program and funds through changes in federal law, state administration, and local need.

Significant accomplishments during 2008 include:

- Ø 234 customers achieved employment, with an average wage at placement of \$9.09 per hour.
- Ø 549 children attended the City Park Department's Summer of Discovery day camp program.
- Ø 338 children attended Summer Activity Camp
- Ø Over 740 new patients were enrolled in Project Access for coordinated medical care

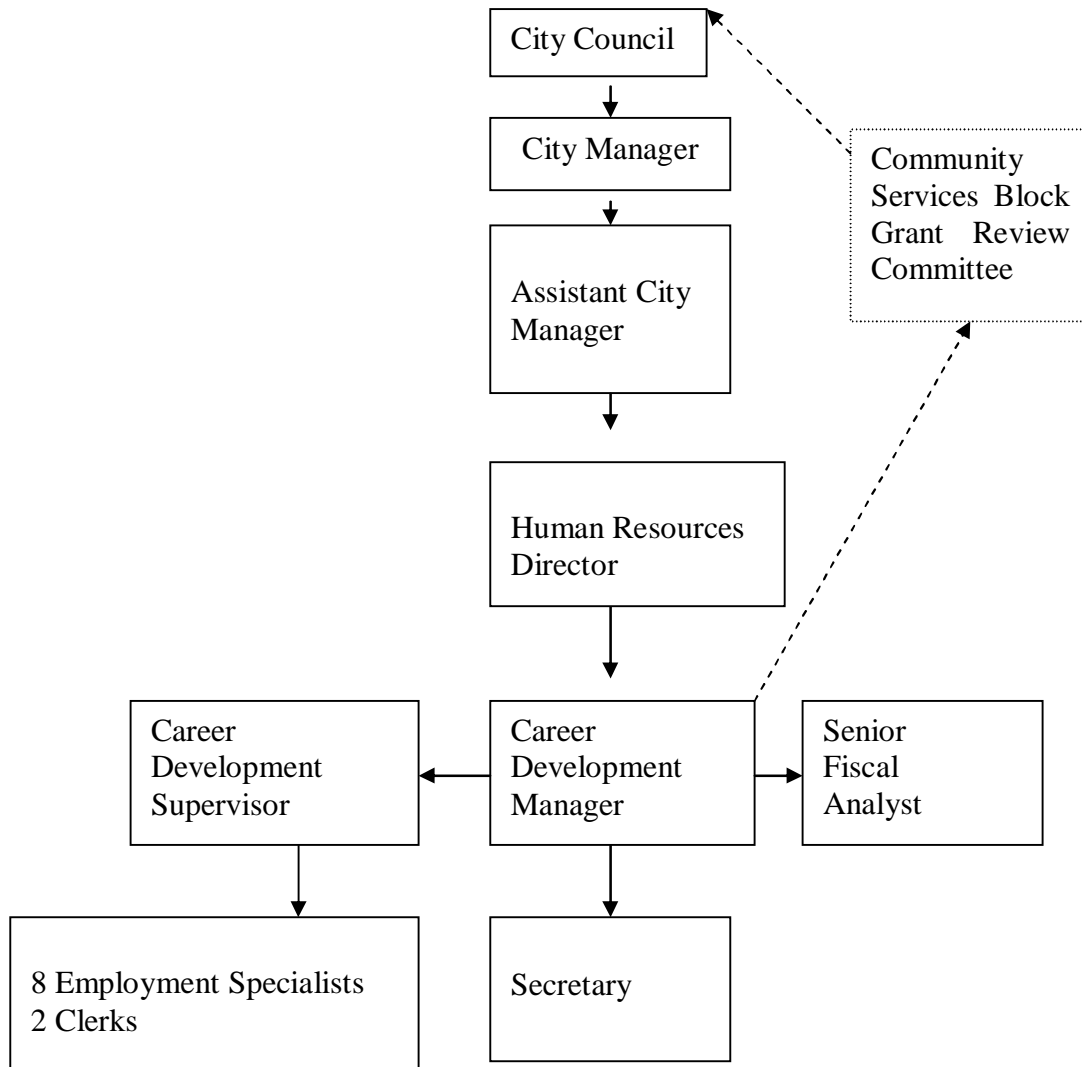
Sedgwick County has a land area of 999 square miles and, in 2000 a population of 446,559. According to the 2000 Census, 13% of the county's residents live in poverty (\$17,050 for a family of four in 2000). Kansas State University estimates 28.97% to 31.86% of county households have incomes below self-sufficiency (\$40,122 for a family of four in 2000). Wichita, the major city in Sedgwick County, has a population of 344,284, with the area's concentrations of poverty either within or adjacent to its city limits. The primary needs to be addressed with Community Services Block Grant (CSBG) funds are affordable medical care, employment, homelessness, childcare, and neighborhood activities.

The City of Wichita will use CSBG funds for a combination of services with direct benefit to low-income individuals and families and services of benefit to low-income areas. Direct benefit services include Project Access and an employment self-sufficiency program; benefits to low-income areas include summer activity camps, neighborhood city hall activities and neighborhood clean-ups. Administration and program support are provided for employment, homeless assistance, and alcohol and substance abuse treatment and prevention programs and other programs with partnership agencies.

## D. COMMUNITY ACTION PLAN

### 1. Organization Profile

#### a. 2008 Organizational Chart



**b. Board of Directors**

The following is the ordinance that created the Community Services Block Grant Review Committee and specifies selection and terms of membership.

*'BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:*

*SECTION 1. Section 2.12.820 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:*

***“Community Services Block Grant Review Committee—Powers-Authority.*** *The community services block grant review committee shall be vested with the power and authority to participate in planning, implementation and evaluation of programs to be funded from grants made available under the Community Services Block Grant Act.”*

*SECTION 2. Section 2.12.830 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:*

***“Community Services Block Grant Review Committee-Composition-Appointment-Qualifications.*** *The committee shall consist of twelve (12) members organized in the following manner:*

*1. Public Sector. Four members within the city or county, as designated from time to time by the city council. Seats designated in this sector of the committee may be filled by elected, appointed officials or other appointees as selected by the city council. The city council has sole discretion in designating the four members represented in the public sector of the community services block grant review committee. The terms of office shall be two years. No person serving as a representative of the public sector may serve more than two consecutive terms.*

2. *Private Sector. Four seats shall be designated by the city council, selected from representatives of private or nonprofit organizations: officials or members of business, industry, labor, religious, welfare, education or other major groups and interests in the community. The representatives of private organizations shall speak and act on behalf of the organizations or constituencies they represent. The terms of office shall be two years. No person serving as a representative of the private sector may serve more than two consecutive terms.*
3. *Low-Income Sector. Four representatives of low-income shall be elected to the committee every two years, one from each quadrant within the city. The general government department shall provide a plan for the selection of low-income representatives to the council in accordance with democratic selection procedures. All low-income representatives shall reside within the specific geographic area they represent on the committee, or the immediately adjacent area of the county. The terms of office shall be two years. No person serving as a representative of low-income may serve more than two consecutive terms.*
4. *Qualifications. All committee members shall reside in the City of Wichita or Sedgwick County. All members shall comply with Kansas Statutes K.S.A. 75-4301, et seq., Public Officers and Employees.*
5. *Conflicts of Interest. No person may sit on the committee who is an officer or an employee of an organization contracting to perform a component of the general government department Community Services Block Grant work program, unless mandated..."*

**LIST OF GRANTEE BOARD OF DIRECTORS (BOD) AND OFFICERS**Grantee: \_\_\_\_\_ City of Wichita \_\_\_\_\_ Date: 2/09

BOARD OFFICERS	
Name	Office
Steve Roberts	Chairperson
Joann Hartig	Vice-Chairperson

ELECTED PUBLIC OFFICIALS* (1/3 of the membership)			
Total Number of Seats	<u>4</u>	(this sector, as stated in current bylaws)	
Total Number of Vacancies	<u>0</u>	(this sector, as of the date of this document)	
Name and Address	Public Office	BOD Term	Verification Document
Steve Roberts 1832 Farmstead Wichita, KS 67208	Representing: Lavonta Williams  Office: City Council, District 1	From: 1/1/08  To: 12/31/09	City Council Minutes
Joann Hartig 1756 S. Main Wichita, KS 67213	Representing: Jim Skelton  Office: City Council, District 3	From: 1/1/08  To: 12/31/09	City Council Minutes
Gerald Domitrovic 1219 George Washington Wichita, KS 67211	Representing: Paul Gray  Office: City Council, District 4	From: 1/1/08  To: 12/31/09	City Council Minutes
Billie Tucker 4140 Menlo Wichita, KS 67218	Representing: Sharon Fearey  Office: City Council, District 6	From: 1/1/08  To: 12/31/09	City Council Minutes

**\*Public Officials:** One-third of the membership must be elected public officials, holding office on the date of selection, or their representatives. Indicate the name of the public official and the office held or being represented (mayor, county commissioner, member of congress, etc.).

REPRESENTATIVES OF LOW-INCOME INDIVIDUALS & COMMUNITIES (at least 1/3 of the membership)			
Total Number of Seats <u>4</u> (this sector, as stated in current bylaws) Total Number of <u>0</u> (this sector, as of the date of this document) Vacancies                      _____			
Name and Address	Neighborhood*	BOD Term	Verification Document
Teresa Cook 2101 S. Topeka Wichita, KS 67211	South West Quadrant of Wichita/Sedgwick County	From: 1/1/08  To: 12/31/09	Election nomination and ballot
C. Bickley Foster 2818 N. Edwards Wichita, KS 67204	North West Quadrant of Wichita/Sedgwick County	From: 1/1/08  To: 12/31/09	Election nomination and ballot
Charlotte Foster 702 Courtleigh Wichita, KS 67218	South East Quadrant of Wichita/Sedgwick County	From: 1/1/08  To: 12/31/09	Election nomination and ballot
Sam Schrepel 326 N. Madison Wichita, KS 67208	North East Quadrant of Wichita/Sedgwick County	From: 1/1/08  To:12/31/09	Election nomination and ballot

**\*Neighborhood:** Please complete, if applicable, in compliance with the Federal statute, which requires that "each representative of low-income individuals and families selected to represent a specific neighborhood within a community resides in the neighborhood represented."

REPRESENTATIVES OF THE PRIVATE SECTOR (remainder of the members)			
Total Number of Seats <u>4</u> (this sector, as stated in current bylaws) Total Number of <u>0</u> (this sector, as of the date of this document) Vacancies                      _____			
Name and Address	Profession/Affiliation*	BOD Term	Verification Document
Joshua Blick 2039 S. Everett Wichita, KS 67213	Community: Business,  Cox Communications, third party retail	From: 1/1/08  To: 12/31/09	City Council Minutes
Jaya Escobar 1500 N. Emporia Wichita, KS 67214	Community: Social Services,  Hope Street Youth Development, Director of Academics	From: 1/1/08  To: 12/31/09	City Council Minutes
Gerald Marsh 2364 S. Walnut Wichita, KS 67213	Community: Industry  Honeywell International, electronic technician	From: 1/1/08  To: 12/31/09	City Council Minutes
Shontina Tipton 865 S. Whittier Wichita, KS 67217	Religious Organization: Saint Mark United Methodist Church	From: 1/1/08  To: 12/31/09	City Council Minutes

**Profession/Affiliation:** The Federal statute requires that the remainder of the members be officials or members of business, industry, labor, religious, law enforcement, education or other major groups and interests in the community served.

**c. Service Delivery**

Health Care. Through an alliance with the Central Plains Regional Health Care Foundation, Inc.'s Project Access, CSBG funds are used to provide prescription drugs to eligible residents of Sedgwick County. Project Access coordinates the health care needs of Wichita area low-income individuals with medical service providers willing to provide the care at no or reduced cost. There are 581 physicians currently participating: 166 Primary care physicians and 415 Specialists.

To maximize resources, Project Access provides staff to enroll applicants into services and leverage low-cost prescriptions from pharmaceutical companies. SRS provides staff for each of the six local low-income health clinics (the most common point of contact) to determine eligibility for Medicaid, Health Wave and CSBG services. Approximately 50 physicians volunteer their time at these same six safety net clinics.

Currently 722 physicians, 8 hospitals, and 72 pharmacies participate in Project Access and have contributed services valued at over \$71 million since 1999.

Employment: The Career Development Office, through its purchase of services agreement with the local office of the Kansas Department of Social and Rehabilitation Services, provides assessment, case management, life skills, and employment and

Retention services to referred welfare customers within Sedgwick County. Employment is the foundation from which families free themselves of poverty. The CDO Employment Specialists are experienced in case management and work with each client to develop an individualized plan of services and resources. They then guide and monitor the client's progress to employment and job retention.

CDO uses a workshop format for job preparation topics, maximizing resources by working with a group of up to 30 clients, and encouraging positive relationships between clients.

Workshop topics include:

- Applications, resumes, employment documents, and cover letters
- Interviewing, thank you notes
- Time, stress, and anger management
- Parenting and child care selection
- Health and nutrition
- Personal safety, domestic violence and harassment
- Spending plans
- Communications, workplace etiquette, unwritten rules
- Asking for promotions and raises

CSBG funds are used to buy materials and supplies for the workshops, for staff training and salaries, and to provide the occasional services that SRS cannot fund.

CDO has also partnered with homeless shelters and programs, domestic violence shelters and service providers, and the Department of Corrections and re-entry offender service

providers to create referral and service deliver processes to offer and enhance self-sufficiently opportunities to customers. The local area is also faced with a rising unemployment rate indicating a need for additional employment services. SRS is faced with the challenge of increased work responsibilities, decreased staff and limited resources. CSBG funds used by the CDO self-sufficiency program are designed to assist low-income individuals and bridge this large growing gap.

The Kansas Career Pipeline (KCP) is a statewide workforce development system that links the career interests and abilities of participant with employers that need those skills. KCP is a collaborative effort of the Kansas State Department of Education, the State Board of Education, legislators, employers, social service providers, workforce development professionals, SRS, and adult education. Benefits of this partnership include a statewide database of current and potential employees, a connection between the educational and workforce systems serving Kansans, a web site with easy access to services, linkages with current job search systems and data about the potential employee base for any segment of the labor market. CSBG funds are used for CDO staff time devoted to this project.

Child Care and Youth Activities. The lack of available and affordable childcare in Sedgwick County is a major issue for low-income families. A partnership between the City of Wichita Parks and Recreation Department, Neighborhood City Halls, and CDO addresses this need. These are families who have no means to provide daycare for their children in the summer. CSBG funds will be utilized for The Planeview Activity Camp for Kids (PACK), North East Area Activity Camp for Kids (NEACK) and Evergreen Area Activity for Kids (EACK) and Hilltop Friendship Camp. Activity camp services are offered to children ages 6 to 15. These programs emphasize education and the development of social skills through adult supervised

activities and mentoring adults. In such an economically challenged area, there needs to be a program to accommodate the daycare needs of these low-income residents. CSBG dollars will be used to provide funding for benefits and services to youth in low income neighborhoods in Sedgwick County. Many of the volunteers working in this program are Wichita police officers and as an added result there is a reduction in juvenile crime rates during the camp time frame.

Services for the Homeless. Agencies serving the homeless within Sedgwick County have formed a Homeless Coalition to coordinate funding and target services. Although funding is never adequate to meet all the year-round needs of the homeless population, a specific life-threatening need is a winter overflow shelter. The City of Wichita, Sedgwick County and the United Way combine resources to fund the winter shelter, with each contributing \$12,500. The City's share is paid with CSBG funds.

Public Safety. Some concerns associated with poverty are best addressed on the community level. The City of Wichita has decentralized public services through four Neighborhood City Halls (NCH) located in low-income neighborhoods. CSBG funds pay the operating expenses and some staff costs at the NCH's. The four NCH's occupy or use facilities in their operations that are either owned by the City of Wichita Parks Department (Atwater and Evergreen) or by the USD 259 School District (Stanley and Colvin). CSBG funds are used to pay these entities for prorated square foot operating costs; costs defined as provision of utilities (water, gas, electric and trash service), custodial service, maintenance and insurance. The City's Community Police operate out of one NCH, code inspectors are located at all four, two NCH's are co-located with elementary schools, all have City Park and Recreation staff

with after-school and evening programs for youth and families, two have activities for senior citizens, and all have offices for their district's City Council members. The Neighborhood Assistants and Community Educators support and coordinate the activities in the NCH's as well as developing and offering special programs.

Another important element for community improvement is neighborhood clean-ups. An area plagued with trash, debris, and old tires, whether generated by the neighborhood or dumped illegally by outsiders, becomes a magnet for more trash, vermin and general deterioration, quickly developing into health and safety issues. The City of Wichita Purchasing Office procures vendors for these services.

CSBG funds are used for the trash and tire disposal fees associated with Neighborhood Clean-Ups, a cooperative effort of city staff time and neighborhood volunteers.

The City of Wichita receives an annual Special Liquor Tax fund allocation from the state of Kansas. CDO is responsible for the procurement and contracting of the portion of the funds used for alcohol and substance abuse prevention and treatment. To maximize funds available for direct services, CSBG funds are used for CDO staff expenses associated with Special Liquor Tax Fund Administration.

## **2. The Deployment – PY 2008 Activities**

The assessment column contains the needs as explained above in "D. Community Assessment, 2.

The Findings." The objective indicates the outcome expected to be achieved, followed by the strategy as it relates to the ROMA indicator. The activity identifies the specific services or methods expected to produce positive results related to the objective. The last column of the table refers to the population targeted to receive services.

Assessment	Objective	Strategy	Activity	Target
5.1% Unemployment Rate  90% of the fastest growing jobs of the future will require some post secondary education or training	Reduce Unemployment	Unemployed/Obtained Job	Case Managed Job Search	500 Individuals referred by SRS, Reentry Offender Services, Homeless Services and Domestic Violence Services
	Provide post secondary education and training opportunities	Pre employment Competencies	Customer Services Training	
		Pre employment Competencies	Work Study	
		Complete Post Secondary Ed	Occupational Training	
27 slots available per 100 children	Secure quality child care	Obtain Child Care	Child Care Education	160 customers
6.4% have no available vehicle	Increase transit options	Obtain Transportation	Transportation Education	160 customers
Basic needs in top 10 list of priorities	Increased health care coverage Coordinated health care management	Obtain Health Care  Project Access	Secure employment with benefits Medical care and prescriptions	80 customers  800 Uninsured low-income
Basic needs in top 10 list of priorities	Increase income through available tax funds	Tax Preparation	Tax assistance	1000 Low-income households
Basic needs in top 10 list of priorities	Provide food assistance	Emergency Food Assistance	Operation Holiday/Food Assistance	700 Low-income households
103 average bed nights needed per day	Provide services to homeless	Self-sufficiency services	Case management	Homeless project

1.3% Drop out Rate for youth  21% to 24% total arrest by juveniles in 2005  Rate of Alcohol usage in 2005: 6 <sup>th</sup> grade 8.8% 8 <sup>th</sup> grade 25.6% 10 <sup>th</sup> grade 39.0% 12 <sup>th</sup> grade 47.6%  Rate of Marijuana usage in 2005: 6 <sup>th</sup> grade 1.3% 8 <sup>th</sup> grade 8.0% 10 <sup>th</sup> grade 14.4% 12 <sup>th</sup> grade 17.6%	Youth improve social/emotional development	PACK/.NEACK/EACK/Hilltop /Regional Prevention Center	3,500 Youth Integrated case management services
	Avoid Risk Taking Behavior	Miracles/Youth Development Services/Pathways/Big Brothers and Big Sisters/Higher Ground/Communities in School	
	Improved Family Functioning	Communities in School/Miracles/ Behavior Health Care, Center for Health and Wellness/ Higher Ground Pueblo/Knox Center/Friends of Recovery/Indian Alcohol/SACK/Parallax	

### 3. Performance Targets-

#### Kansas Community Services Block Grant – Non-Discretionary Formula Grant PERFORMANCE TARGETS

National Community Action Goal:													
Indicator		Identify Specific Interventions (Services/Activities) To Be Provided	Unit of Measure <i>(Households, Individuals, Projects, Opportunities, Hours, Dollars, or Partners)</i>	No. of Units Expected to Achieve Target Indicator						Method and Frequency of Data Collection	Ü *		
				FFY 2009									
No.	Descriptor					CSBG PY 2010							
						Oct. '08 – Dec. '08	Jan. '09 – Mar. '09	Apr. '09 – June '09	July '09 – Sept. '09			Oct. '09 – Dec. '09	Jan. '10 – Mar. '10
1.1A	Unemployed/Obtained Job	Case Managed Job Search	Individual	30	30	60	60	30	30	Weekly Case Management			
1.2A	Pre-employment competencies	STAR workshop	Individual	25	45	45	45	24	45	Monthly reports			
	Pre-employment competencies	Work Study	Individual	0	2	2	1	0	2	By Weekly time records			
1.2C	Completed post-secondary education program	Occupational Training	Individual	2	0	12	0	0	0	Semester reports			
1.2E	Obtained child care	Child care education, information and referral	Household	30	30	50	50	30	30	Weekly Case Management			
1.2F	Obtained access to transportation	Transportation education, information and referral	Individual	30	30	50	50	30	30	Weekly Case Management			
1.2G	Obtained health care	Secure employment with health care benefits	Household	15	15	25	25	15	15	Weekly Case Management			
1.2I	Obtained food assistance	Nutrition education, information and referral	Household	10	5	5	5	5	5	Weekly Case Management			
1.2J	Obtained clothing, equipment and/or tools	Grooming education, supportive service allowance, information and referral	Individual	50	50	50	50	50	50	Weekly Case Management			

City of Wichita, Community Services Block Grant, February 2009

<b>1.3A1</b>	<b>Tax preparation</b>	Tax assistance	Household	0	1000	425	0	0	1000	Program reports from IRS and The Benefit Bank	
<b>2.2C</b>	<b>Increase availability of community services</b>	Partners for Wichita, Mental Health Assoc, Center for Health & Wellness	Programs	0	3	0	0	0	0	Quarterly reports	
<b>3.1</b>	<b>Volunteer hours</b>	Volunteer services	Hours	600	900	900	200	600	900	Quarterly reports	
<b>3.2A</b>	<b>Decision Making</b>	Review Committee	Meetings	1	2	2	1	1	2	Committee Review minutes/Quarterly report	
<b>3.2D</b>	<b>Non-governance community groups</b>	Professional women's Group	Meetings	2	3	3	3	2	3	DFS minutes	
<b>4.1A</b>	<b>Community Partnerships</b>	Partnerships	Partnerships	75	75	75	75	75	75	Quarterly reports	
<b>4.1B</b>	<b>FBO Partnerships</b>	Partnerships	Partnerships	10	10	10	10	10	10	Quarterly reports	
<b>5.1E</b>	<b>Private Sources</b>	Services	Dollars	\$2.5 Mill	\$2.5 Mill	\$2.5 Mill	\$2.5 Mill	\$2.5 Mill	\$2.5 Mill	Quarterly reports	
<b>5.1F</b>	<b>Value of Volunteer Time</b>	Services	Dollars	\$4350	\$6525	\$6525	\$1140	\$4350	\$6525	<b>Quarterly report</b>	
<b>6.2A</b>	<b>Food</b>	Operation Holiday	Household	700	0	0	0	700	0	Quarterly report	
<b>6.2D</b>	<b>Emergency Medical Care</b>	Project Access, Parallax, SACK, Higher Ground, Center for Health and Wellness	Individual	612	612	612	612	612	612	Quarterly report	
<b>6.3B2</b>	<b>Youth improve physical health and development</b>	Miracles, Higher Ground	Individual	40	40	40	40	40	40	Quarterly report	
<b>6.3B3</b>	<b>Youth avoid risk-taking behavior</b>	BB/BS, YDS, CIS, Higher Ground, MHA	Individual	252	252	252	252	252	252	Quarterly report	
<b>6.3B4</b>	<b>Youth reduced involvement with criminal justice system</b>	PACK, NEACK, ESACK, Hilltop	Individual			300	80			Quarterly report	
<b>6.3B5</b>	<b>Youth increase academic, athletic or social skills for school</b>	BB/BS, RPS	Individual	80	100	44		80	100	Quarterly report	

	success										
6.3C2	Improved Family Functioning	Center for Health and Wellness, Communities in Schools, Knox, Miracles, Recovery Concepts	Household	75	137	137	127	112	112	Quarterly report	

#### 4. Evaluation -

The CDO Manager is the City of Wichita's system administrator for the CAPTAIN database, which is the authorized software used to manage data and outcomes of the CSBG Program. This manager maintains and revises the database as needed. Consumer data and outcomes for CSBG direct service funded activities are collected and reported using the CAPTAIN database. Partners provide monthly and quarter reports. All the data is then aggregated and recorded in the CAPTAIN database to meet reporting requirements. Ad hoc reports are used to:

- ✓ To error trap, to insure the integrity of the data
- ✓ For staff information, case size reports
- ✓ To determine successful activities
- ✓ To produce statistical information as requested/needed
- ✓ To track current contact information
- ✓ To generate lists for mailing/referral information

#### E. FISCAL INFORMATION

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## COMMUNITY SERVICES BLOCK GRANT

### FFY 2009 Non-Discretionary

### Budget Summary

<b>APPLICANT ORGANIZATION NAME</b>					
<b>City of Wichita Career Development Office</b>					
<b>ADDRESS (STREET)</b>				<b>ACCOUNTING BASIS</b>	
<b>444 E. William</b>				Modified Accrual	
<b>CITY, STATE, ZIP</b>				<b>CFO NAME AND PHONE NUMBER</b>	
<b>Wichita, Kansas 67202</b>				Joyce Stockham <b>(316) 337-9444 Ext. 110</b>	
1. ALLOWABLE EXPENSES	IN-DIRECT COST RATE %	FFY 2009 BUDGET	% OF TOTAL REQUEST	FFY 2008 BUDGET	% OF CHG. FROM 2008
A. PERSONNEL		<b>\$263,811.00</b>	<b>26%</b>	<b>\$265,000.00</b>	<b>100%</b>
B. NON-PERSONNEL COSTS		<b>\$578,834.00</b>	<b>56%</b>	<b>\$577,645.00</b>	<b>100%</b>
C. ADMINISTRATION		<b>\$183,886.00</b>	<b>18%</b>	<b>\$183,886.00</b>	<b>100%</b>
1. CSBG FAIR SHARE		<b>\$146,006.00</b>	<b>14%</b>	<b>\$147,466.00</b>	<b>99%</b>
2. SHORTFALL		<b>\$37,880.00</b>	<b>4%</b>	<b>\$36,420.00</b>	<b>104%</b>
D. TOTAL EXPENSE		<b>\$1,026,531.00</b>	<b>100%</b>	<b>\$1,026,531.00</b>	<b>100%</b>
E. CSBG Fair Share as a % of FFY 09 Personnel Line		0.55344925			
2. FAIR SHARE REMARKS: (Explain any direct administrative costs charged that are NOT part of an indirect cost rate agreement.) **					

\*\* Direct Administrative Costs are located by timesheet (hours spent on program) and by prorated monthly distribution of overhead costs.

## COMMUNITY SERVICES BLOCK GRANT

### Worksheet for CSBG Direct Expense & Fair Share - FFY 2009

Applicants must submit a detailed explanation of all proposed costs. Information provided should clearly and completely define the anticipated expenses in each listed category. Applicants should supply sufficient detail to explain how specific costs were derived in order to demonstrate that the expenditures are justified and reasonable. All costs should clearly relate to the proposed project. Applicants are guided to add schedules to provide the detail needed to support budgeted costs.

APPLICANT ORGANIZATION NAME: City of Wichita Career Development Office

Object Class Categories	Justification/Detail				
<b>Personnel</b>	<i>Non-administrative salaries and fringe benefits to be charged as direct costs to the CSBG program. Add lines, adjust formula as necessary.</i>	<i>Annual Salary</i>	<i>% This Budget</i>	<i>Sub-Total ▼</i>	
Salaries	Position - Hours per Week Each funded position is to have its own line.			\$ -	
	Customer Service Clerk I, Atwater NCH (40 hrs per wk)	\$ 28,135	100%	\$ 28,135	
	Customer Service Clerk I, Colvin NCH (40 hrs per wk)	\$ 31,056	100%	\$ 31,056	
	Customer Service Clerk I, Evergreen NCH (40 hrs per wk)	\$ 31,056	100%	\$ 31,056	
	Customer Service Clerk I, Stanley NCH (40 hrs per wk)	\$ 26,126	100%	\$ 26,126	
	<b>Sub-Total NCH Salaries ►</b>			<b>\$ 116,373</b>	
Fringe	As a percentage of NCH Salary Sub-Total - 37.54%	\$ 43,686	100%	\$ 43,686	
Salaries	Employment Specialist, CDO (40 hrs per wk)	\$ 46,198	33%	\$ 15,245	
	Employment Specialist, CDO (40 hrs per wk)	\$ 38,699	33%	\$ 12,771	
	Employment Specialist, CDO (40 hrs per wk)	\$ 35,699	33%	\$ 11,781	
	Employment Specialist, CDO (40 hrs per wk)	\$ 49,848	33%	\$ 16,450	
	Employment Specialist, CDO (40 hrs per wk)	\$ 35,699	33%	\$ 11,781	
	Employment Specialist, CDO (40 hrs per wk)	\$ 35,699	33%	\$ 11,781	
	<b>Sub-Total CDO Salaries ►</b>			<b>\$ 79,809</b>	
Fringe	As a percentage of CDO Salary Sub-Total - 30.00%	\$ 23,943	100%	\$ 23,943	
<b>Personnel Sub-Total</b>					<b>\$263,811</b>
<b>Non-Personnel</b>	<i>All other non-administrative, direct program costs. Add lines, adjust formula as necessary.</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Sub-Total ▼</i>	
1. Operating Expense	Detail rent/use allowance, electricity/water/natural gas, etc., maintenance of building & grounds, trash/exterminating, building/contents insurance, property taxes, liability insurance and other operating expenses. Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
	Rent on four NCH facilities, per leases	\$ 76,249	1	\$ 76,249	
	Colvin NCH utilities, monthly	\$ 460	12	\$ 5,520	
	Landfill tipping fees for Neighborhood Clean-Ups	\$ 25,000	1	\$ 25,000	
2. Contractual Services	Describe and justify any contractual expenses planned including accounting services, audit expense, computer services, etc. Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
	Project Access prescription services, per contract	\$ 300,000	1	\$ 300,000	

City of Wichita, Community Services Block Grant, February 2009

	Homeless services	\$ 12,500	1	\$ 12,500	
	Pre-employment costs for CDO STAR customers, monthly	\$ 900	12	\$ 10,800	
3. Professional Fees/Services	Detail anticipated expenses related to legal and consulting services, bonding and other professional fees and services anticipated. Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
	Youth Enrichment Program activity fees	\$ 20,000	1	\$ 20,000	
	Youth Enrichment Program transportation fees	\$ 10,000	1	\$ 10,000	
4. Office Costs	Describe and justify budgeted costs related to general office supplies/stationery, printing, advertising, furnishings and equipment (<\$1000), maintenance agreements, . . . Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
	Office supplies and materials for four NCHs, monthly	\$ 200	12	\$ 2,400	
	NCH marketing signage, brochures and materials	\$ 10,000	1	\$ 10,000	
	CDO STAR class printing & photocopying, monthly	\$ 500	12	\$ 6,000	
	CDO STAR class office supplies/materials, montly	\$ 900	12	\$ 10,800	
5. Equipment	Describe and justify all supply and equipment purchases planned for which the purchase price, individually or in aggregate, will equal/exceed <b>\$1,000</b> . Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
				\$ -	
6. Computer/Data Processing	Describe and justify all budgeted hardware/peripherals, software, computer supplies, maintenance and repair, . . . Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
	City Data Center IT charges for four NCHs, monthly	\$ 4,262	12	\$ 51,144	
7. Communication	Detail and justify budgeted amounts for postage/delivery service, telephone, telephone equipment/repair, internet connectivity/repair, . . . Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
	Telephone services for four NCHs monthly	\$ 300	12	\$ 3,600	
8. Training	Describe and justify training expenses, internal and external. Consider registration fees for events, professional publications/resources, organizational dues/subscription, in-service speakers and activities. Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
				\$ -	
9. Travel	Describe and justify any requests for travel expenditures for attendance or participation in conferences, meetings or symposia of organizations. Include specific information about travel to planned events/destinations, who will attend, and an itemization of anticipated, related costs. Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
				\$ -	
10. Construction	Construction is NOT an allowable cost in the Community Services Block Grant Program				
11. Other	Describe and justify other budgeted costs not applicable to the object class categories above including set-asides for direct service activities. Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
	CDO STAR customer work support (tools, uniforms & etc.)	\$ 14,821	1	\$ 14,821	
	Youth Enrichment Program supplies and materials	\$ 20,000	1	\$ 20,000	

<b>Non-Personnel Sub-Total</b>					<b>\$578,834</b>
<b>CSBG Fair Share Admn./In-Direct Charges</b>	<i>Direct and indirect administrative costs. (fair share) charged to CSBG Add lines, adjust formula as necessary.</i>	Unit Cost	Quantity/ %	Sub-Total ▼	
	Indirect detail			\$ -	
	Indirect admin. charges for CSBG personal services	\$ 321,125	7.0476%	\$ 22,632	
	Direct CSBG administrative charges	\$ 123,374	100%	\$ 123,374	
<b>CSBG Fair Share Admn./Indirect Charges Sub-Total</b>					<b>\$146,006</b>
<b>Worksheet Total</b>					<b>\$988,651</b>

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COMMUNITY SERVICES BLOCK GRANT					
Subgrantee Worksheet for Administrative Cost Pool - FFY 2009					
<p>Applicants must submit a detail of all of the costs identified as administrative costs, whether or not these costs are supported with CSBG funds. This information is an essential element of the justification of the Fair Share - Administration line item. It is requested to further demonstrate the role that CSBG plays in maintaining operations within subgrantee organizations.</p>					
<p>APPLICANT ORGANIZATION NAME: City of Wichita Career Development Office</p>					
Object Class Categories	Justification/Detail	Annual Salary	% This Budg.	Sub-Total ▼	
<b>Personnel</b>	<i>Salaries and fringe benefits charged to cost pool.</i>				
<b>Salaries</b>	Position - Hours per Week. Each funded position is to have its own line; add lines, adjust formula if necessary.			\$-	
	Program Manager (40 hrs per wk)	\$83,431	28.23%	\$23,553	
	Program Coordinator (40 hrs per wk)	\$46,641	25%	\$11,660	
	Senior Fiscal Analyst (40 hrs per wk)	\$70,981	25%	\$17,745	
	Secretary (40 hrs per wk)	\$39,438	25%	\$9,860	
	Account Clerk II (40 hrs per wk)	\$31,056	25%	\$7,764	
	Clerk II (40hrs per wk)	\$28,439	25%	\$7,110	
	<b>Sub-Total Salaries ►</b>			<b>\$77,692</b>	
			<b>% Fringe ▼</b>		
<b>Fringe</b>	As a percentage of Salary Sub-Total - 30%	\$ 23,308	100%	\$ 23,308	
<b>Other Personnel</b>	Detailed Description - Add lines, adjust formula if necessary.			\$ -	
<b>Administrative Cost Pool Personnel Sub-Total</b>					<b>\$ 101,000</b>

<b>Non- Personnel</b>	<b><i>All other costs charged to the cost pool.</i></b>	<b><i>Unit Cost</i></b>	<b><i>Quantity</i></b>	<b><i>Sub-Total ▼</i></b>	
<b>1. Operating Expense</b>	Detail rent/use allowance, electricity/water/natural gas, etc., maintenance of building & grounds, trash/exterminating, building/contents insurance, property taxes, liability insurance and other operating expenses. Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
	Janitorial services, monthly	\$1,000	12	\$ 12,000	
	Pest control services, monthly	\$10	12	\$ 120	
	Security services, monthly	\$42	12	\$ 504	
	Utilities, monthly	\$782	12	\$ 9,384	
	Building maintenance fees, quarterly	\$1,913	4	\$ 7,652	
	Customer parking costs, monthly	\$425	12	\$ 5,100	
<b>2. Contractual Services</b>	Describe and justify any contractual expenses planned including accounting services, audit expense, computer services, etc. Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
	City indirect admin. charges for CDO personal services	\$864,435	7.048%	\$ 60,922	
<b>3. Professional Fees/Services</b>	Detail anticipated expenses related to legal and consulting services, bonding and other professional fees and services anticipated. Add lines, adjust formula as necessary. Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
				\$ -	
<b>4. Office Costs</b>	Describe and justify budgeted costs related to general office supplies/stationery, printing, advertising, furnishings and equipment (<\$1000), maintenance agreements, . . . Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
	Printing/duplicating costs, annual	\$6,560	1	\$ 6,560	
	Office furniture and fixtures, annual	\$2,632	1	\$ 2,632	
	Copier maintenance agreement, quarterly	\$165	4	\$ 660	
	Office supplies and materials, monthly	\$762	12	\$ 9,144	
<b>5. Equipment</b>	Describe and justify all supply and equipment purchases planned for which the purchase price, individually or in aggregate, will equal/exceed <b>\$1,000</b> . Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
	Non-capitalized office equipment, annual	\$675	1	\$ 675	
	Training Equipment	\$850	1	\$ 850	
<b>6. Computer/Data Processing</b>	Describe and justify all budgeted hardware/peripherals, software, computer supplies, maintenance and repair, . . . Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
	City Data Center account charges, monthly	\$1,746	12	\$ 20,952	
	Data Processing equipment, annual	\$562	1	\$ 562	
	City Data Center equipment charges, monthly	\$4,560	12	\$ 54,720	
	Computer lab internet service, monthly	\$106	12	\$ 1,272	

## City of Wichita, Community Services Block Grant, February 2009

7. Communication	Detail and justify budgeted amounts for postage/delivery service, telephone, telephone equipment/repair, internet connectivity/repair, . . . Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
	Basic telephone service, monthly	\$332	12	\$ 3,984	
	Long distance telephone service, monthly	\$15	12	\$ 180	
	Postage, annual	\$1,614	1	\$ 1,614	
8. Training	Describe and justify training expenses, internal and external. Consider registration fees for events, professional publications/resources, organizational dues/subscription, in-service speakers and activities. Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
	Training Registration costs, annual	\$1,500	1	\$ 1,500	
9. Travel	Describe and justify any requests for travel expenditures for attendance or participation in conferences, meetings or symposia of organizations. Include specific information about travel to planned events/destinations, who will attend, and an itemization of anticipated, related costs. Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
	Staff mileage reimbursement, annual	\$1,242	1	\$ 1,242	
	Transportation out-of-town to conferences, annual	\$3,500	1	\$ 3,500	
	Meals - lodging allowance, annual	\$2,000	1	\$ 2,000	
10. Construction	Construction is NOT an allowable cost in the Community Services Block Grant Program			\$ -	
11. Other	Describe and justify other budgeted costs not applicable to the object class categories above. Each item to have its own line; add lines, adjust formula as necessary.			\$ -	
				\$ -	
<b>Administrative Cost Pool Non-Personnel Sub-Total</b>					<b>\$207,729</b>
<b>Worksheet Total</b>					<b>\$308,729</b>

KS-CSBG 02c

**COMMUNITY SERVICES BLOCK GRANT****Worksheet for Calculation of Shortfall - FFY 2009****APPLICANT ORGANIZATION NAME:**

City of Wichita Career Development Office

**Total Administrative Costs**

(From Worksheet for Subgrantee Administrative Cost Pool)

\$ 308,729.00

Note: For agencies with indirect cost rate agreements, this total should equal the total of all costs associated with the indirect cost pool.

**Programs/Funding Sources Active - April 1, 2009 - March 31, 2010**

	Program Title	Funding Source	State Pass-Through Agency	Grant Amount	A - Fair Share of Admin Cost Pool Expenses	B - Actual Contribution to be Made to Admin Cost Pool	Shortfall (A minus B)
Ex. 1	Donations	Private	n/a				\$ -
Ex. 2	City of XYZ	Soc. Serv.	n/a				\$ -
1	CSBG	HHS	KHRC	\$1,026,531	\$82,886	\$82,886	\$ -
2	STAR Employment Program	HHS	KDSRS	\$661,000	\$124,843	\$124,843	\$ -
3	Special Liquor Tax Program	State Statute	KDR	\$1,785,092	\$37,880	\$-	\$ 37,880
4							\$ -
5							\$ -
6							\$ -
7							\$ -
8							\$ -
9							\$ -
10							\$ -
<b>Shortfall Sub-Total</b>							\$ 37,880
<b>Worksheet Totals</b>				\$3,472,623	\$ 245,609	\$ 207,729	\$ 37,880

Agencies without an indirect cost rate MUST document the basis for the calculation of fair share.

**Applicant Comments:**

## **Bibliography**

*Community Needs Assessment, Volume 1 Environmental Scan, 2006*

<http://www.unitedwayplains.org/specialpublications/main.htm>

*Community Needs Assessment, Volume 2, Needs Survey & Priority Study, 2006*

<http://www.unitedwayplains.org/specialpublications/main.htm>

*Education in Kansas Accountability Report, 2005-2006*, Kansas State Board of Education.

<http://www.ksde.org/LinkClick.aspx?fileticket=iEQTE7m7n9E%3d&tabid=228&mid=5038>

*High School Dropouts in Kansas, by County; 2004-05 and 2005-06*, Kansas State Department of Education

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*Higher Education for Highly Competitive World*, U.S. Department of Education, May 2006,

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*Parent Teacher Resources*, Wichita Public Schools, [www.usd259.com/ptr/other\\_programs.htm](http://www.usd259.com/ptr/other_programs.htm).

*The Governor's Economic and Demographic Report, 2005-2006*; Kansas Division of the Budget, January, 2006,

[www.da.ks.gov/budget/publication/FY2007/2006\\_Economic\\_Demographic.Report.pdf](http://www.da.ks.gov/budget/publication/FY2007/2006_Economic_Demographic.Report.pdf)

*Underemployment*, Bureau of Labor Statistics, U.S Department of Labor,

[www.bis.gov/cps/cps\\_faq.htm](http://www.bis.gov/cps/cps_faq.htm)

U.S. 2000 Census, *Glossary*, U.S. Census Bureau, Washington, D.C.,

[factfinder.census.gov](http://factfinder.census.gov)

**F. Certifications**

**Certification Regarding Lobbying  
Department of Health and Human Services  
Administration for Children and Families**

**Certification for Contracts, Grants, Loans and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Carl Brewer, Mayor

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Signature

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Title

City of Wichita

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Organization

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Date

### ***Certification Regarding Debarment, Suspension, and Other***

#### ***Responsibility Matters—Primary Covered Transactions***

##### **Instructions for Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department of Health and Human Services' (HHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when HHS determined that the prospective primary participant knowingly rendered an erroneous certification. In addition to other remedies available to the Federal Government, HHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the HHS agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by HHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(Certification Regarding Debarment, continued from previous page)

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HHS may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other**

**Responsibility Matters – Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Carl Brewer, Mayor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
City of Wichita

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Date

**U.S. Department of Health and Human Services  
Certification Regarding Drug-Free Workplace Requirements  
Grantees Other Than Individuals**

**By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.**

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the May 25, 1990, *Federal Register*, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the Department of Health and Human Services (HHS) determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HHS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

If the workplace identified to HHS changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see above).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and the Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

**The grantee certifies that it will or will continue to provide a drug-free workplace by:**

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(Certification Regarding Drug-Free Workplace, continued from previous page)

- (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will: (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point of the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted: (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (use attachments, if needed):**

_____ Signature	_____ Title
_____ City of Wichita	
_____ Organization	_____ Date

## Environmental Tobacco Smoke Certification

Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 or if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

By signing and submitting these assurances the grantee certifies that it will comply with the requirements of the Act. The grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for children's services and that all subgrantees shall certify accordingly.

_____ Signature	Carl Brewer, Mayor _____
City of Wichita _____	_____
Organization _____	_____
	Date

## **G. COMMUNITY ASSESSMENT**

### **1. The Process -**

Sedgwick County is fortunate in having strong partnerships among its not-for-profit community and a proactive professional United Way organization. The United Way of the Plains has conducted a community needs assessment approximately every five years since 1988. The assessment is used for United Way's own funding priorities and by other agencies for program planning. United Way generously makes the assessment available at no cost, saving other agencies the time, expense, and respondent fatigue of conducting dozens of smaller, independent surveys.

The United Way of the Plains Community Needs Assessment, Volumes 1, 2, and 3, Environmental Scan 2006 for Sedgwick, Butler, and Harvey Counties has been provided to the KHRC in both electronic and paper formats. Data was collected and reported from three distinct populations:

- ✓ Community residents (Sedgwick, Butler and Harvey counties)
- ✓ Community leaders
- ✓ Executive directors of health and human services agencies

CDO staff review of the assessment showed a distinct match between the community needs identified by the survey respondents, those needs identified by the CSBG Review Committee, and those needs identified through CDO's case management.

### **2. The Findings**

According to 2000 Census data, 57,472 of Sedgwick County's 446,559 residents (or 13%) are below 125% of the federal poverty level and potentially eligible for CSBG direct services. Of these individuals 19% are below the poverty level. Whites represent over half the persons and households in poverty, with African Americans and Hispanics just over and just below 20% respectively, and with the categories of Native Americans, Asian, Native Hawaiians, and Other making up the remaining 8%. Four percent of Sedgwick County homeowners are low-income. The Federal Health Resources and Services Administration estimate that 11.5% of the total population or over 50,000 local residents have no medical insurance.

For the 2003-04 school year, the Wichita Public School District, Parent Teacher Resources, USD 259 noted:

*Twelve percent of the Wichita Public Schools' students come from homes where a language other than English is spoken.*

*Fifty-three languages are spoken by students in Wichita Public Schools.*

*More than 4,500 students are in English as a Second Language (ESOL) program, located at 26 different schools.*

*The ESOL population has increased by more than 450 percent over the past 10 years.*

Information on children who qualify for free and reduced meals based on household income can be an indicator of poverty. The United Way Environmental Scan indicates that 45.9 percent of the students in Sedgwick County receive Free and Reduced Meals.

The data below from the Scan show that “nearly one of every six Kansas students who receive free or reduced meals attends a Wichita public school.”

The Wichita community has 60 elementary schools, 19 middle schools, 14 high schools and 15 special education and nontraditional schools. There are an additional 10 private and/or religious affiliated schools, as well as home schooled children. According to findings of the Environmental Scan, the school dropout rate for grade 7 through 12 has been decreasing.

Sedgwick County dropout rates are:

2004-2005 2.3%

2005-2006 1.3%

Dropout rates for Wichita Public schools are:

2004-2005 3.1%

2005-2006 1.5%

At some point, every student has to decide when to stop attending school and enter the labor market. For many, this occurs during K-12 education, leaving them economically disadvantaged throughout their lives. In May 2006, the Department of Labor reported in “Higher Education for a Highly Competitive World” that about 90 percent of the fastest-growing jobs of the future would require some post secondary education or training.

A variety of economic factors have impacted the local economy resulting in unemployment and underemployment. According to the State of the Cities Data Systems (SOCDS), the November 2007 unemployment rate for the Wichita, Kansas Metropolitan Statistical Areas was 3.3% and for Wichita as a city it was 3.6%. While the overall unemployment rate for our community has declined, it is important to note that the City of Wichita has pockets of unemployment as high as 17%. Such is the case in the 67214 zip code area. "Underemployed" refers to individuals who have taken part-time or temporary work, often at a lower wage. Most of those underemployed would prefer to be working in full-time permanent employment that meets their educational and training backgrounds. While unemployed or underemployed individuals are likely to have:

- ✓ Increased difficulty in bill paying and money management
- ✓ Increased stress from job instability
- ✓ Decreased self-esteem
- ✓ Increased depression, alcoholism, along with other mental/physical problems
- ✓ Increased domestic violence and various other criminal activities
- ✓ Increased loss of health insurance and health care
- ✓ Increased usage of Temporary Assistance for Families (TAF)
- ✓ Increased usage of child care and food stamp assistance

Sedgwick County has dozens of social service agencies, some multi-purpose and some single-focus, to address the needs of the low-income population. These

agencies, including the City of Wichita, have developed inter-related coalitions to coordinate, share, and maximize resources for the benefit of their clients.

CDO represents the City of Wichita on the Community Project; a broadly based group of public and not-for-profit organizations that meets monthly to advise the local SRS office on needs of the low-income. The members benefit not only by having input into SRS policies, but also by staying informed on the trends and activities of their partner organizations. Attachment A is the Community Project partnership listing. This partnership strives to examine service gaps, identify barriers and provide access to services.

The United Way assessment methodology included a separate survey of agency executives, providing another perspective on community needs.

### **3. The Analysis**

The analysis of the Environmental Scan was done by the CDO staff and the CSBG Review Committee. Staff and members found a clear link between needs:

- ✓ raised by the CSBG Review Committee
- ✓ discussed monthly in Community Project meetings
- ✓ documented in the survey
- ✓ expressed directly by CDO clients

Specifically, the Review Committee emphasized the *basic needs* of the low-income population for health care, employment, childcare, and services for the homeless.

*Community needs* include activities for youth and public safety. The Committee recognizes that complete resolution of these needs is beyond the scope of CSBG funding; however, the members have expressed their intention that CSBG funds be linked to these needs.

United Way of the Plains strives to continually improve its process of identifying and impacting community needs. The next systematic purposeful and full assessment is scheduled to be completed in 2011.

City of Wichita  
City Council Meeting  
February 10, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Nuisance Abatement Assessments (All Districts)

**INITIATED BY:** Office of Central Inspection

**AGENDA:** Consent

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**Recommendation:** Approve the assessments.

**Background:** The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code in 2007. State law and local ordinance allow the City to clean up private properties that are in violation of environmental standards after proper notification to the responsible party. A private contractor performs the work, and the Office of Central Inspection bills the cost to the property owner.

**Analysis:** State law and city ordinances allow placement of the lot cleanup and mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

**Financial Considerations:** Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are on the attached property list.

**Goal Impact:** This action supports the goal of Core Area and Vibrant Neighborhoods by continuing cleanup and abatement of properties that are detrimental to Wichita neighborhoods.

**Legal Considerations:** These assessments are in accordance with Chapters 7.40.050 and 7.40.060 of the City Code. This agenda report has been reviewed and approved by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the proposed assessments.

**Attachments:** Property List for Special Assessment

<b>Weed Mowing</b>	<b><u>Amount</u></b>	<b><u>District #</u></b>
1442 N Estelle	\$ 114.99	I
1745 N. Erie	114.99	I
1709 N. Chautauqua	114.99	I
V/L between 2423 & 2509 E Stadium	114.99	I
8203 E Old Mill Ct	114.99	II
8718 E Blade Ct	114.99	II
RR Row across from 1316 S St Paul	147.50	IV
RR Row across from 1900 block S Gordon	192.50	IV
V/L Behind (South of) 4848 S Laura	166.00	III
V/L 2ND S of 4848 S Laura	144.00	III
2323 S Washington Ave	114.99	III
4604 E Norwood Ln	114.99	I
3300 N Arkansas	121.99	VI
428 S. Edwards	114.99	IV
5731 S Broadway Ave	114.99	IV
2612 E 9 <sup>th</sup>	114.99	I
4665 S Broadway	157.76	IV
V/L N of 1645 SW Blvd	114.99	IV
V/L N of 2760 N Tyler	122.77	V
3418 N Park Place	114.99	VI
2230 N Arkansas	114.99	VI
201 N Spruce	114.99	I
2222 S Washington	114.99	III
1037 S Millwood Ave	114.99	IV
4752 S Glenn	114.99	IV
2402 N Grove	114.99	I
2361 N Poplar	114.99	I
1235 N Ash	114.99	I
2401 N Poplar	114.99	I
1158 N Ash	114.99	I
V/L S of 1235 N Ash	114.99	I
1138 N Ash	114.99	I
2415 W Southgate	114.99	IV
RR row between S W Blvd & S Meridian	249.99	IV
11602 W Jewell	114.99	IV
1055 N Green	114.99	I
1054 N Green	114.99	I
1101 N Green	114.99	I
V/L SW corner of 17 <sup>th</sup> & Minnesota	114.99	I
1725 N Minnesota	114.99	I
1055 N Poplar	114.99	I
624 N Cleveland	114.99	I
4177 E Menlo Dr	114.99	III
2717 E Shadybrook	114.99	I
1500 S St Francis Ave	114.99	I
1633 S St Francis	114.99	III
1852 S St Francis	114.99	III
1505 S Sante Fe	121.99	I
1604 S Santa Fe	114.99	III
V/L two South of 701 E Harry	114.99	III

1614 S Santa Fe Ave	114.99	III
1828 S Santa Fe Ave	114.99	III
2601 E Douglas	114.99	I
738 S Green	114.99	I
2807 E Stadium	114.99	I
2920 E Stadium	114.99	I
929 W 27 <sup>th</sup> S	114.99	IV
V/L 1 N of NE corner Wabash & Murdock	114.99	I
1138 N Green	114.99	I
1237 N Green	114.99	I
1248 N Green	114.99	I
1258 N Green	114.99	I
V/L S of 1433 N Estelle	114.99	I
1452 N Estelle	114.99	I
1547 N Estelle	114.99	I
1725 N Estelle	114.99	I
1857 N Piatt	114.99	I
2320 N Volutsia	114.99	I
2911 E 24 <sup>th</sup>	114.99	I
2606 E 15 <sup>th</sup>	114.99	I
914 N Cleveland	114.99	I
V/L south of 825 N Ohio	114.99	I
V/L south of 831 N Indiana	114.99	I
830 & 824 S Topeka	114.99	I
4016 Roseberry	114.99	III
4012 Roseberry	114.99	III
1501 N Fountain	114.99	I
7708 E Lincoln	114.99	II
1148 N Market vacant Lot	114.99	6
3811 W Taft	114.99	4
802 S Broadview	114.99	3
607 N Grove	114.99	1
2323 S Washington Ave	114.99	3
1511 N Hydraulic	114.99	1
1012 N Indiana Ave	114.99	1
1725 N Piatt St	114.99	1
1730 N Ash	114.99	1
1510 E 1st St N	114.99	1
1338 N Green Ave	114.99	1
1331 N Green Ave	114.99	1
1035 N Indiana	114.99	1
541 N Ash	114.99	1
1016 N Green	114.99	1
805 N Harding	114.99	1
V/L SE corner of Ash & Elm	114.99	1
846 N Harding	114.99	1
548 N Ash	114.99	1
656 N Pershing Ave	114.99	1
2027 N Minneapolis	114.99	1
11319 W 14th St	114.99	5
2048 N Minneapolis	114.99	1

1345 N River Blvd	114.99	6
2117 N Minneapolis	114.99	1
3109 S Chase	114.99	4
12525 E Killarney St	114.99	2
3028 E Maplewood Dr	114.99	1
1002 N Pinecrest Ave	114.99	1
938 N Old Manor Rd	114.99	1
V/L S of 10613 Ponderosa	114.99	5
3057 W River Park Ct	114.99	6
4953 E Morris St	114.99	3
626 S Courtleigh Dr	114.99	3
111 E Gilbert St Easements & Alley	114.99	1
1133 N Wabash Ave	114.99	1
V/L S of 1109 N Wabash Ave	114.99	1
116 N Flora St	114.99	4
3221 S Handley	114.99	4
4214 E Pawnee Ave	114.99	3
8203 W Lang	114.99	5
812 W 17th St N	114.99	6
1604 N Lorraine St	114.99	1
535 N Mathewson Ave	114.99	1
V/L SE corner of Murdock & Mathewson	114.99	1
V/L 2 N of 1217 N Wabash	114.99	1
1312 N Wabash	114.99	1
1531 N Minnesota St	114.99	1
1907 N Erie Ave	114.99	1
1701 N Lorraine St	114.99	1
1208 N Chautauqua	114.99	1
2019 E Random Rd	114.99	1
1617 N Oliver	114.99	1
1615 N Oliver	114.99	1
1401 N Battin	114.99	1
145 N Wood	121.99	5
3002 W Taft Ave	114.99	4
1756 S Sedgwick Ave	114.99	4
524 N Poplar	114.99	1
515 N Poplar	114.99	1
2206 S Spruce	114.99	3
1417 S Terrace Dr	114.99	3
501 S Chase St	114.99	4
2315 W Grant	114.99	4
V/L W of 2215 E Mossman	114.99	1
2219 E Shadybrook Lane	114.99	1
2223 E Shadybrook Ln	114.99	1
2410 E Graham Ave - duplex with 24081	114.99	1
831 S Bleckley	114.99	3
V/L between 4424 & 4626 S Palisade	378.61	4
343 N Kansas	114.99	1
258 N Richmond Ave	114.99	6
1637 S Vine	114.99	4
2356 E Menlo Dr - front only	114.99	1

1011 N Indiana Ave	114.99	1
1448 N Chautauqua	114.99	1
V/L N of 1745 N Spruce	114.99	1
2350 N Grove	114.99	1
2145 E Shadybrook	114.99	1
2444 N Minnesota	114.99	1
3723 E Funston St	114.99	3
427 S Pattie	114.99	1
4305 E Morris St	114.99	3
936 S Waverly Rd	114.99	3
2200 S White Oak Dr	114.99	2
2709 E 24th St N	114.99	1
2669 S Santa Fe	114.99	3
2604 S Everett Ave	114.99	4
2804 S Bonn St	114.99	4
4421 S Osage	114.99	4
314 N Piatt - V/L S of 320 N Piatt	121.99	1
11602 W Jewell St – Repeat	114.99	4
1923 S Greenwood	114.99	1
1163 S Pineridge	114.99	3
1256 N Volutsia	114.99	1
1238 N Green	114.99	1
2702 W 43rd St S	191.97	4
2557 S Hydraulic	114.99	3
4605 W 37th St S	114.99	4
139 S Richmond Ave	114.99	4
945 N Wabash	114.99	1
V/L SW corner of 10th & Ohio	114.99	1
1325 N Ohio	114.99	1
V/L N of 1335 N Poplar	114.99	1
V/L N of 1534 N Ash	114.99	1
1308 N Minneapolis	114.99	1
1302 N Minneapolis	114.99	1
1253 N Minnesota	114.99	1
V/L E of 2423 E Stadium	114.99	1
2330 N Estelle St	114.99	1
1927 E Looman	114.99	1
11319 W 14th St	114.99	5
1524 S Hydraulic	114.99	1
1342 N Chautauqua	114.99	1
1637 N Poplar	114.99	1
1129 N Spruce	114.99	1
824 S Richmond - 2 Lots	149.98	4
856 S Richmond - accessable area only	114.99	4
2018 S Capri Ct	114.99	2
11th & Estelle	114.99	1
1200 N Estelle	114.99	1
1954 N Ash	114.99	1
2311 N Piatt	114.99	1
2632 N Madison St	114.99	1
V/L N of 1120 N Wabash	114.99	1

1735 S Main St	114.99	3
1008 S Water	114.99	1
211 W Morris - Backyard Is Worse	114.99	1
1515 S Meridian Ave	114.99	4
2403 S Fern Ave	114.99	4
145 S Minneapolis	114.99	1
921 N Grove	114.99	1
435 N Piatt	114.99	1
525 S Marcilene - backyard not mowed	114.99	3
255 N Millwood	114.99	4
556 N Spruce	114.99	1
10217 E Stafford Ct	114.99	2
5250 W 44th Ct S	114.99	4
V/L S of 3125 Sayles	121.99	3
1515 N Vassar	114.99	1
V/L N of 1446 N Piatt	114.99	1
2649 N Spruce	114.99	1
2881 S Rutan	114.99	1
1502 S Parkwood Ln	114.99	3
336 N Mathewson	114.99	1
1055 N Poplar	114.99	1
1431 N Madison	114.99	1
V/L N of 3065 S Yale	114.99	3
909 N Water St	114.99	6
3631 W University Ave	114.99	4
V/L S of 2116 Farmstead	114.99	1
1831 N Madison Ave – Easement	114.99	1
2601 E Douglas	114.99	1
1502 E 10 <sup>th</sup>	114.99	1
15021322 N Wabash	114.99	1
643 N Gordon Ave	114.99	6
2248 N Shelton Ave	114.99	6
158 N Poplar	114.99	1
7815 E Gilbert St	129.99	2
125 N Elizabeth	286.07	4
V/L of 417 W Funston	114.99	3
1932 S Sedgwick St	114.99	4
4629 W 2nd St	114.99	4
1848 N Garland Ave	114.99	6
15932 E Lynnwood	149.98	2
229 S Grand Mere Ct	114.99	2
V/L W of 718 Spring Hollow Dr	184.97	2
827 S Longfellow Ln	114.99	2
V/L S of 1235 N Ash	114.99	1
V/L S of 1548 N Ash	114.99	1
V/L SW corner of 17th & Minnesota	114.99	1
1037 N Millwood	114.99	4
V/L N of 3611 N Hazelwood	114.99	5
V/L 2 N of 3611 N Hazelwood	114.99	5
3004 E 13th St	114.99	1
V/L of 2635 E Stadium Dr	114.99	1

2614 E Stadium	114.99	1
2608 E Stadium Dr	114.99	1
2520 E Stadium	114.99	1
1458 N Minnesota	114.99	1
1149 N Ohio	114.99	1
1149 N Ohio	114.99	1
1328 N Lorraine	114.99	1
1234 S Washington	114.99	1
1230 S Washington	114.99	1
429 N Piatt	114.99	1
428 N Piatt	114.99	1
426 N Piatt	114.99	1
7918 W Lang Cr	114.99	5
2908 S Rutan St	114.99	3
1305 N Grove St	114.99	1
2235 S White Oak - Easement on Pawnee	114.99	2
2159 N Jackson	114.99	6
1002 W 29 <sup>th</sup>	114.99	6
1855 N Market	114.99	6
1932 S Bonn	114.99	4
910 N Minnesota	114.99	1
1122 N Poplar	114.99	1
1148 N Poplar	114.99	1
V/L NW corner of 15th & Kansas	114.99	1
1545 E Pawnee	114.99	3
1551 E Pawnee	114.99	3
V/L South of 706 N Piatt	114.99	1
325 N Pennsylvania - alley specifically	114.99	1
2605 E Douglas	114.99	1
1557 N Matlock Dr	114.99	1
1320 S Pattie Ave	114.99	1
1502 S Laura Ave	114.99	1
1451 N St Francis	114.99	6
1218 W 1st St	114.99	4
734 W Dayton	114.99	4
1456 N Piatt	114.99	1
1003 N Grove Ave	114.99	1
1612 N Kansas	114.99	1
V/L N of 1618 N Kansas	114.99	1
2601 N Spruce St	114.99	1
V/L between 1642 & 1654 N Ash	114.99	1
404 N Minnesota	114.99	1
2332 S St Clair	114.99	4
2336 S St Clair	114.99	4
3015 W River Park	114.99	6
3350 S Gold St	114.99	3
919 S Terrace Dr	114.99	3
8732 E Boston St	114.99	2
8730 E Boston St	114.99	2
1945 S Smithmoor	114.99	2
1223 N Ohio Ave	114.99	1

1324 S Treewood - V/L S of 1320 S Threewood	114.99	5
212 N Madison - V/L S of 212 N Madison	114.99	1
1106 N Chautauqua	114.99	1
1105 N Chautauqua	114.99	1
1817 S Water -V/L between 1821 & 1813 S Water	114.99	3
3028 E Maplewood -V/L E of 3022 E Maplewood	114.99	1
929 W 27th St S	114.99	1
V/L 3 S of 8721 W Northridge Ct	114.99	5
6955 S Rutan	121.99	3
V/L N of 1914 N Lorraine	114.99	1
1702 N Estelle	114.99	1
1648 N Estelle	114.99	1
852 N Broadview	114.99	1
1232 N Pennsylvania	114.99	1
1432 N Lorraine - V/L N of 1430 N Lorraine	114.99	1
437 N 127th St E - V/L S of 12715 E Central	121.99	2
1922 N Spruce	114.99	1
1438 N Estelle - V/L 2 S of 1446 N Estelle	114.99	1
V/L N of 1712 N Erie	114.99	1
V/L 2 S of 1552 N Erie	114.99	1
1342 N Poplar - V/L 2 N of 1332 N Poplar	114.99	1
1347 N Erie - V/L N of 1343 N Erie	114.99	1
7412 W Hale - V/L W of 7400 W Hale	114.99	5
V/L NE corner of Oak & Texas	114.99	4
2137 S Emporia - V/L N of 2143 S Emporia	114.99	3
V/L N of 3801 N Rock Rd	121.99	2
2011 N Kansas	114.99	1
V/L S of 2058 N Kansas	114.99	1
2215 N Minneapolis - V/L N of 2211 N Minneapolis	114.99	1
1448 N Minneapolis	114.99	1
1954 N Minneapolis - V/L N of 1950 N Minneapolis	114.99	1
1228 N Poplar - V/L 4 N of 1210 N Poplar	114.99	1
1134 N Poplar - V/L S of 1142 N Poplar	114.99	1
1241 N Green - V/L N of 1237 N Green	114.99	1
525 N Green	114.99	1
V/L 2 S of 935 N Ohio	114.99	1
547 S Rock Road - V/L N of 549 S Rock Road	114.99	2
1644 N Hydraulic -V/L N of 1642 N Hydraulic	114.99	1
1515 N Madison - V/L S of 1521 N Madison	114.99	1
1200 N Minnesota - V/L N of 1202 N Minnesota	114.99	1
V/L Sw Corner of 12th & Piatt	114.99	1
2006 N Minneapolis	120.24	1
2110 E 13th St	120.24	1
1730 N Ash	120.24	1
1701 N Lorraine St	120.24	1
1741 N Lorraine St	120.24	1
2114 N Ash	120.24	1
641 N Beech Ave	120.24	2
1307 E Orme	120.24	1
2453 S Holyoke Ct	120.24	3
807 S Main St	120.24	1

815 S Main St	120.24	1
8618 E Millrun St	120.24	2
8718 E Millrun St - V/L N of 8714 E Millrun	120.24	2
2524 E Mossman	120.24	1
3013 E 1st St N	120.24	1
3402 S Osage	120.24	4
V/L between 1235 & 1217 N Ash	120.24	1
11602 W Jewell St	120.24	4
500 N Clara - V/L NE corner of Clara & St Louis	120.24	4
525 N Mathewson - V/L 3 S of 547 N Mathewson	120.24	1
1258 N Green Ave - V/L corner of 12th & Green	120.24	1
2608 S Roosevelt - V/L E of 2604 S Roosevelt	120.24	3
2320 N Volutsia	120.24	1
1143 N Estelle	120.24	1
1013 N Estelle	120.24	1
1102 N Poplar	120.24	1
V/L 3 W of 854 E 8th St & V/L 2 W of 854 E 8th St N	120.24	6
V/L North of duplex 1724 & 1726	120.24	1
2424 S Victoria St	120.24	3
1137 N Estelle - V/L 2 N of 1133 N Estelle	120.24	1
1036 N Poplar	120.24	1
329 N Knight	120.24	6
V/L N of 145 N Ash	120.24	1
504 W Pawnee	120.24	3
1935 S St. Francis	135.24	3
1604 S Santa Fe - V/L S of 701 E Harry	120.24	3
145 S Minneapolis	120.24	1
2211 N Minneapolis	120.24	1
1202 N Minnesota	120.24	1
1854 N New York - V/L W of 1853 N Pennsylvania	120.24	1
1505 S Santa Fe	128.29	3
1442 N Estelle - V/L S of 1446 N Estelle	120.24	1
1308 N Minneapolis	120.24	1
1302 N Minneapolis	120.24	1
1217 N Hydraulic	120.24	1
1245 N Wabash	120.24	1
1239 N Wabash - 3rd V/L S of 1247 N Wabash	120.24	1
11319 W 14th St	120.24	5
1725 N Piatt	120.24	1
920 N Piatt - V/L S of 926 N Piatt	120.24	1
V/L E of 10011 S Goebel	218.62	2
1916 S Sedgwick	120.24	4
145 N Ash	120.24	1
2138 N Minnesota	169.43	1
546 N Madison St	120.24	1
1255 N Poplar - V/L SW corner of 12th & Poplar	120.24	1
V/L West of 1349 N Minnesota	120.24	1
1523 N Matlock Dr	120.24	1
2253 S Minneapolis Ave	120.24	3
3430 E Munger - V/L E of 3320 E Munger St	120.24	3
2046 S Mosley Ave	120.24	3

520 W Blake	120.24	3
656 S Estelle Ave	120.24	1
1040 S Vassar Ave	120.24	3
7217 E Castle	120.24	2
1822 S Santa Fe	120.24	3
V/L SE corner of 11th & Market	120.24	6
1323 S Fawnwood Ct – V/L E of 1327 S Fawnwood Ct	120.24	5
15405 E Castle St	120.24	2
2804 S Bonn	120.24	4
1756 S Sedgwick	120.24	4
427 S Pattie	120.24	1
V/L NW Corner of 10th & Volutsia	120.24	1
1151 N Volutsia - V/L S of 1157 N Volutsia	120.24	1
2402 E 20th St	120.24	1
832 N Parkwood Ln	120.24	1
426 N Piatt	120.24	1
428 N Piatt	120.24	1
429 N Piatt	120.24	1
132 S Greenwood - especially the alley	120.24	1
1327 S Kansas Ave - especially backyard	120.24	1
V/L NE corner of Clark & Gold	120.24	3
2037 S Vine Ave	120.24	5
301 N St Paul Ave	120.24	6
607 N Mt Carmel Ave	120.24	6
3109 S Chase	120.24	5
1140 N Wabash - V/L S of 1144 N Wabash	120.24	2
4540 E 13th St N	120.24	2
1338 N Green	120.24	1
1022 N Green	120.24	1
1054 N Green	120.24	1
1531 N Minnesota	120.24	4
1637 S Vine	120.24	4
V/L SW corner of 17th & Minnesota	120.24	1
2326 N Grove	120.24	1
1725 N Minnesota - mow accessible areas	120.24	1
128 N Green	120.24	1
343 N Kansas	120.24	1
1128 N Poplar	120.24	1
1331 N Green	120.24	1
1512 N Old Manor Rd	120.24	1
2206 S Market	120.24	3
1417 S Terrace Dr	120.24	3
555 S Sylvan	120.24	3
626 S Courtleigh	120.24	3
724 N Dougherty Ave	120.24	6
V/L South of 3352 N Fairview	120.24	6
3373 E Roseberry Court	120.24	3
937 N Indiana Ave - V/L S of 939 N Indiana	120.24	1
1932 N Lorraine Ave	120.24	1
2535 N Chautauqua St - V/L N of 2529 N Chautauqua	120.24	1
845 N Battin	120.24	1

1005 N Harding	120.24	1
2602 W Hadden	120.24	4
1715 S Glenn Ave	120.24	4
V/L/ NW corner of West & Kellogg	120.24	4
1242 N Volutsia	120.24	1
515 N Poplar - V/L across from 520 N Poplar	120.24	1
3417 W St Louis Ave	120.24	6
515 E Dewey Ave	120.24	1
801 N Doris St	120.24	6
3423 S Knight	120.24	4
729 W 59th St S	120.24	4
1028 S Wichita St - V/L N of 1036 S Wichita St	120.24	1
2019 S St Francis	120.24	3
2432 S Mosley Ave	120.24	3
9025 E Bluestem	120.24	2
1350 S St Francis	120.24	1
3633 W Zoo Blvd	120.24	6
1834 N Garland Ave	120.24	6
1329 N Market	120.24	6
1939 N Waco Ave	120.24	6
2331 N Arkansas – V/L N of Post Office	120.24	6
1837 N Madison Ave	120.24	1
V/L S of 3500 S Meridian	169.43	4
V/L S of 888 S Webb	169.43	2
2222 S Washington Ave	120.24	3
2033 S Wichita St	120.24	3
1449 S Waco St	120.24	1
1661 N Harlan	120.24	6
428 S Edwards	120.24	4
524 N Poplar – V/L S of 526 N Poplar	120.24	1
5339 S Midland Cir	135.24	4
2820 S Glenn Ave	120.24	4
3156 S Fern Ave	120.24	4
2820 S Elizabeth	120.24	4
607 N Ash	120.24	1
V/L SE corner of Ash & Elm	120.24	1
1019 N Spruce – V/L N of 1017 N Spruce	120.24	1
1036 N Minnesota	120.24	1
1011 N Indiana	15.00	1
910 N Minnesota	120.24	6
935 N Ohio	120.24	1
8514 W 16th St N	120.24	5
150 S Custer	120.24	4
116 N Flora	160.48	4
1932 S Sedgwick	120.24	4
4421 S Osage	120.24	4
914 N Cleveland	120.24	1
1604 S Santa Fe – V/L S of 701 E Harry	120.24	3
2323 S Washington	120.24	3
4953 E Morris	120.24	3
1915 E 11th St N	120.24	3

1423 S Waco	120.24	1
1707 N Poplar- V/L S of 1717 N Poplar	120.24	1
2503 E Stadium – V/L W of 2509 E Stadium	120.24	1
2027 N Estelle	120.24	1
900 N Crestway	120.24	1
2911 E 24th St N – V/L S E corner 24th & Ellen	120.24	1
211 N Grove	120.24	1
V/L W of 2616 W 43rd St S	325.95	4
2010 N Volutsia	120.24	1
2418 S Laura	120.24	3
4280 E Boston Dr	120.24	3
8732 E Boston	120.24	2
8730 E Boston	120.24	2
3444 N Lake Ridge Ct	128.29	5
1415 E Del Mar St	120.24	3
2342 S Mosley Ave	120.24	3
1826 E 24th St	120.24	1
1823 E Mcfarland St	120.24	1
1927 E Looman	120.24	1
821 N Green – V/L S of 827 N Green	120.24	1
508 N Clara – V/L S of 516 N Clara	120.24	4
224 N Green – V/L S of 226 N Green	120.24	1
951 N Pershing	120.24	6
1307 N Estelle	120.24	1
1616 S Gold St	120.24	3
2809 S Ida Ave	120.24	3
3049 S Yale – V/L N of 3065 S Yale	120.24	3
3221 S Handley	120.24	4
3333 N N Shore Cir – V/L E of 3329 N N Shore	120.24	5
2034 N Waco St	120.24	6
1547 N Estelle	120.24	1
1014 N Indiana Ave – V/L N of 1012 N Indiana	120.24	1
846 N Harding - SE corner of 8th & Harding	120.24	1
2403 S Fern	120.24	4
2445 W 3rd St	120.24	6
1307 N Piatt – V/L N of 1301/1303 N Piatt	120.24	1
1316 N Kansas – V/L S of 1320 N Kansas	120.24	1
1728 N Kansas	120.24	1
1604 N Lorraine – V/L N of 1600 N Lorraine	120.24	1
7802 W 10 <sup>th</sup>	120.24	5
2234 N Woodland – V/LS of 2236 N Woodland	120.24	6
1612 N Kansas – V/L S f 1618 N Kansas	120.24	1
5418 S Market	120.24	4
5414 S Market	120.24	4
8405 E Kellogg	128.29	2
632 S Christine	120.24	3
5017 E Orme	120.24	3
3981 E Whitney Ln	120.24	3
8333 E Old Mill Ct – V/L W f 8337 E Old Mill Ct	120.24	2
8203 E Old Mill Ct – V/L E f 8201 Old Mill Ct	120.24	2
Vacant Lot SW corner f 13th & Mclean	128.29	6

1758 N Kansas – V/L N Of 1752 N Kansas	120.24	1
1902 S Sedgwick	120.24	4
2802 N Vassar	120.24	1
2326 E Mossman – V/L NW corner Grove & Mossman	120.24	1
2606 E 15th St N	120.24	1
1055 N Poplar – V/L SW corner 10th & Green	120.24	1
1855 N Market	120.24	6
2447 N Market	120.24	6
1945 S Wichita	120.24	3
2215 S Market St	120.24	3
1931 S Pattie	120.24	3
845 N Harding	120.24	1
824 S Topeka	120.24	1
820 S Topeka	120.24	1
805 N Clara St	120.24	6
732 S Pattie – V/L S of 726 S Pattie	120.24	1
1507 S Ellis	120.24	1
418 N Hydraulic – V/L S of 420 N Hydraulic	120.24	1
2007 N Estelle St	120.24	1
1748 N Estelle – V/L S of 1754 N Estelle	120.24	1
1701 N Grove St – V/L NW corner of 16th & Grove	120.24	1
1429 N Poplar	120.24	1
912 N Cleveland Ave – V/L S of 914 N Cleveland	120.24	1
2625 S El Rancho Rd	120.24	3
1730 N Ash	120.24	1
1115 N Estelle	120.24	1
1107 N Green	120.24	1
1134 N Poplar – V/L S of 1142 N Poplar	120.24	1
1342 N Poplar – V/L 2 N of 1332 N Poplar	120.24	1
1335 N Poplar – V/L N of 1333 N Poplar	120.24	1
1335 N Green	120.24	1
319 S Dodge St – V/L S of 313 S Dodge	120.24	4
311 N Elizabeth	120.24	4
1205 N St Paul – V/L N of 2904 W 11th St N	120.24	6
1518 E Mona	120.24	3
3319 S Fern Ave	120.24	4
1401 N Battin – V/L NW corner 13th & Battin	120.24	1
Vacant Lot NW corner 15th & Kansas	120.24	1
1208 N Chautauqua – V/L N of 1202 N Chautauqua	120.24	1
2508 E 20th St - V/L W of 2516 E 20 <sup>th</sup>	120.24	1
2521 E 20th St	120.24	1
2524 E Mossman - V/L W of 2528 E Mossman	120.24	1
2701 E Mossman - V/L E of 2631 E Mossman	120.24	1
1237 N Green	120.24	1
1258 N Green Ave - V/L SE corner of 12th & Green	120.24	1
1230 N Grove	120.24	1
1241 N Green - V/L N of 1237 N Green	120.24	1
1248 N Green - V/L N of 1244 N Green	120.24	1
V/L N of 1204 N Cleveland	120.24	1
1008 S Water	120.24	1
2807 E Stadium	120.24	1

1036 N Poplar	120.24	1
1735 S Broadway	120.24	3
1163 S Pineridge	120.24	3
908 S St Francis	120.24	1
1213 S St Francis - V/L S of 1207 S St Francis	120.24	1
1143 N Estelle	120.24	1
207 N Spruce	120.24	1
1928 S Vine St	120.24	4
1138 N Summitlawn Cir	120.24	5
814 S Topeka Ave	120.24	1
1315 W Marlboro St	120.24	4
4533 S Charles St	120.24	4
5521 S St Francis	120.24	3
2314 S Mosley	120.24	3
655 S Bluff	120.24	3
1801 S Broadway St	120.24	3
1805 S Broadway St	120.24	3
1840 S Market St	120.24	3
1844 S Market St	120.24	3
V/L N of 534 N Ash	120.24	1
433 N Grove	120.24	1
V/L S of 1638 N Kansas	120.24	1
V/L S of 1654 N Ash	120.24	1
8233 E Old Mill Ct - V/L S o 8237 E Old Mill Ct	120.24	2
145 S Minneapolis	120.24	1
V/L behind 10005 E Mt Vernon thru 10115 E Mt Vernon	168.53	2
936 S Waverly	120.24	3
6633 W Kellogg	216.86	4
V/L E of 111 S Clara	120.24	4
1954 N Ash - V/L N of 1950 N Ash	120.24	1
2137 S Emporia - V/L S of 2133 S Emporia	120.24	3
2444 N Minnesota - V/L S of 2446 N Minnesota	120.24	1
2311 N Piatt - V/L S of 2317 N Piatt	120.24	1
2361 N Poplar - V/L N of 2355 N Poplar	120.24	1
1305 N Grove	120.24	1
3028 E Maplewood - V/L E of 3022 E Maplewood	120.24	1
411 E Indianapolis - V/L W of 415 E Indianapolis	120.24	1
420 E Morris	120.24	1
1203 S Santa Fe - SE corner Santa Fe & Lincoln	131.75	1
2127 S Spruce - V/L S of 2121 S Spruce	120.24	3
1633 S St Francis	120.24	3
1043 N Dellrose Ave	120.24	1
2229 S Kansas Ave	120.24	3
2223 S Kansas Ave	120.24	3
2217 S Kansas Ave	120.24	3
913 N Doris St	120.24	6
2330 N Estelle	120.24	1
404 N Minnesota - V/L N of 402 N Minnesota	120.24	1
1956 N Spruce	120.24	1
1942 S Washington	120.24	3
2611 N Park Place	120.24	6

Vacant Lot S of 2611 N Park Place	120.24	6
1853 S St Clair	120.24	4
1836 S St Clair	120.24	4
5731 S Jones - V/L N of 5732 S Jones	128.29	4
14311 E Laguna Ct - V/L E of 14307 E Laguna Ct	120.24	2
Vacant Lot SW corner of N Erie & E Stadium	120.24	1
511 S Sycamore	120.24	4
1540 N Ash - V/L N of 1534 N Ash	120.24	1
Vacant Lot S of 1548 Ash	120.24	1
1641 S Ellis St	120.24	1
3107 S Bunker Hill St	120.24	3
2615 S Dalton	120.24	2
4330 E Wilma	120.24	3
1229 S Ida	120.24	1
2453 S Holyoke Ct	120.24	3
Vacant Lot NW corner of 10th & Mosley	120.24	6
8282 E Pawnee	325.05	2
211 W Morris	120.24	1
437 N Grove	120.24	1
1505 S Santa Fe	128.29	1
2881 S Rutan	120.24	3
1224 N Volutsia - V/L S of 1228 N Volutsia	120.24	1
1712 S Green St	120.24	3
2303 N Rosenthal Ave	120.24	6
2540 N Fairview	120.24	6
3002 E Central	120.24	1
1256 N Volutsia - V/L S of 1258 N Volutsia	120.24	1
1301 N Grove	120.24	1
419 S Sycamore St	120.24	4
208 W Lincoln	120.24	1
2423 S Leonine	128.29	4
2450 S Leonine	120.24	4
1240 N Minneapolis - V/L S of 1250 N Minneapolis	120.24	1
V/L South East of 1250 N Minneapolis	120.24	1
1330 N Hydraulic - V/L E of 1335 N Hydraulic	120.24	1
1233 N Volutsia - V/L S of 1237 N Volutsia	120.24	1
2821 E 13th St N - V/L E of 2809 E 13 <sup>th</sup>	120.24	1
2748 S Vassar Ct - V/L S of 2736 S Vassar Ct	120.24	3
2920 E Stadium - V/L E of 2914 E Stadium	120.24	1
1735 S Main - V/L S of 1731 S Main	120.24	3
5507 E Murdock	120.24	1
Vacant Lot South of 726 N Minneapolis	120.24	1
1917 N Madison Ave	120.24	1
1921 N Madison Ave	120.24	1
1931 N Madison Ave	120.24	1
1901 N Madison Ave	120.24	1
1249 N Poplar Ave	120.24	1
1222 N Green - V/L S of 1228 N Green	120.24	1
2726 E Dunham Dr	128.29	3
811 N Redbarn	120.24	5
1346 S St Francis Ave	120.24	1

1222 N Poplar - V/L N of 1216 N Poplar	120.24	1
1238 N Green	120.24	1
2001 S Santa Fe	120.24	3
1342 N Chautauqua - V/L N of 1336 N Chautauqua	120.24	1
1328 N Lorraine	120.24	1
8458 E Mt Vernon Ct	120.24	2
2000 S Cranbrook - V/L S of 10205 E Mt Vernon	168.53	2
810 S San Pablo Ln	120.24	2
2023 N Homestead	120.24	6
712 N Market - V/L S of 718 N Market	120.24	6
1302 N Minneapolis	120.24	1
2021 E 12th St – V/L N of 1257 N Piatt	120.24	1
Vacant Lot N of 1217 N Ash	120.24	1
1002 W 29th St N	120.24	6
1022 N Green	120.24	1
929 W 27th St S	120.24	4
2nd V/L E of 2704 N Wellington Place	120.24	6
1367 N Morgantown	120.24	5
1950 N Wellington Place	120.24	6
6745 E Winterberry Circle	120.24	1
1451 N St Francis	120.24	6
902 N Green - V/L S of 906 N Green	120.24	1
3645 N Armstrong	218.62	6
2023 S Main St	120.24	3
5731 S Broadway Ave - V/L S of 5723 S Broadway	128.29	4
2214 E 13th St N	120.24	1
2715 E 13th St N	120.24	1
V/L S of 3544 N Fairview	120.24	6
840 N Wabash	120.24	1
526 N Gow	128.29	6
523 N Richmond	120.24	6
V/L N of 1807 S Everett	120.24	4
1702 N Estelle	120.24	1

**Lot Clean-UP**

	<b><u>Amount</u></b>	<b><u>District #</u></b>
5512 W CENTRAL	\$ 734.07	6
314 N Piatt –vacant lot S of 320 N Piatt	1,621.11	1
1916 S Sedgwick	871.24	4
1324 N Topeka	913.54	6
1338 N Washington	1,347.38	1
612 S All Hallows	839.36	4
1022 N Green	1,134.86	1
945 N Wabash	1,484.21	1
1321 N Grove	938.30	6
1704 E 22nd St N	938.30	1
1220 N Indiana	815.04	1
1101 N Madison	270.91	1
412 N Glenn	1,103.08	4
343 N Kansas	1,212.49	1
2302 E Random	1,056.91	1
2024 S St Francis	1,698.85	3

1932 S Sedgwick	1,004.92	4
1140 N Wabash	1,462.67	1
1102 N Ash	150.00	1
5224 W Elm - Aka V/L E of 730 N Elder	936.49	6
620 N Cleveland	903.68	1
1806 E 12th St	1,331.45	1
418 N Hydraulic	659.80	1
1138 N Green - V/L N of 1136 N Green	809.59	1
1511 N Hydraulic	1044.93	1
1735 S Broadway	1,449.86	3
1502 E 10th St - V/L NE corner of 10th & Mathewson	962.69	1
724 N Dougherty	1,009.45	6
2409 S Handley	816.35	4
1330 N Hydraulic	2,036.65	1
1209 N Jackson	1,302.73	6
1307 N Piatt - V/L N of 1301 N Piatt	609.00	1
2206 S Market	1,754.60	3
524 N Doris	917.91	4
812 N Crestway - V/L S of 822 N Crestway	705.47	1
937 N Ohio - V/L N of 935 N Ohio	1,504.49	1
708 N Minneapolis	802.95	1
2625 S El Rancho	1,376.65	3
1212 N Cleveland	1,457.23	1
1735 N Green - tires removed from property	647.00	1
2740 N Wellesley	375.00	1
2540 N Fairview	1,085.65	6
1207 N Hydraulic	804.64	1
1301 N Grove	810.49	1
150 S Custer	1,003.73	4
417 N Grove	816.54	1
1511 E 17th St N	1,235.67	1
948 N Ohio	1,226.69	1
1133 S Main	604.67	1
2208 E Mossman	1,095.00	1
2011 E 21ST N	1,499.06	1
331 N Ash	1,171.52	1
705 N Grove	1,249.21	1
1336 N Spruce	875.86	1
1659 S Webb	2,556.84	2
1105 N Cleveland	152.80	1
902 N Green	875.86	1
433 N Green	1,478.34	1
949 N Mathewson	2,230.08	1
1132 N Cleveland Dr	1,272.98	1
119 S Kansas	543.78	1
1951 N Hydraulic	1,361.55	1
1035 N Indiana	1,933.70	1
1137 N Indiana	2,247.44	1
1018 N Spruce	626.56	1
556 N Spruce	174.00	1
411 E Indianapolis	933.92	1

1101 N New York	1,159.35	1
2547 E Raleigh	898.45	1
3126 E Ethel	501.56	1
1028 N Grove	1,387.79	1
1115 N Estelle	2,049.97	1
1302 S St Clair	172.80	4
921 N Grove	1,296.98	1
1330 S Bonn	1,346.73	4
713 N Minneapolis	375.21	1
1045 N Mathewson	1,243.08	1
V/L South of 1712 N Poplar	1,175.61	1
254 N Estelle	796.55	1
158 N Poplar	1,141.15	1
3017 S Clifton	980.88	3
328 N Kansas	994.93	1
4806 E Kensington Ave	887.52	1
1012 S MARKET	779.21	1
314 N Piatt V/L S of 320 N Piatt	989.72	1
1122 N Poplar	984.87	1
451 N Terrace St	1,713.76	2
V/L South of 1915 W Macarthur	2,400.00	4
1238 N Green	1,000.91	1
1337 N Piatt	150.00	1
708 N Anna	1,042.43	6
3300 N Arkansas	1,442.52	6
805 N Harding	801.71	1
138 S Kansas & 140 S Kansas	1,084.80	1
1021 N Ohio	1,229.37	1
927 N Piatt Ave	1,030.94	1
1780 S Seneca Ct	1,463.01	4
1155 N Spruce Ave	1,098.98	1
2117 S Topeka	968.93	3
2320 N Volutsia St	964.94	1
606 N Winterset	2,043.21	5
1013 N Estelle	850.93	1
1055 N Green St	1,053.95	1
2837 E Stadium	1,252.53	1
1006 N Grove	951.42	1
518 N Piatt	814.09	1
1204 N Mathewson	954.45	1
2106 S Osage	430.00	4
1142 N Poplar	1,053.09	1
2704 N Wellington Pl	1,246.75	6
V/L of 2704 N Wellington	1,200.00	6
2202 E 1st St N	781.46	1
2253 N Park Pl	505.00	6
1414 E Del Mar	505.00	3
2253 N PARK PL	505.00	6
1612 N Kansas	505.00	1
2601 N Fairmount	1,747.55	1

\_\_\_\_\_ Published in The Wichita Eagle on **February 27, 2009**

ORDINANCE NO. 48-191

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE  
COST OF **CUTTING WEEDS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF  
WICHITA, KANSAS:

SECTION 1. That the sums set opposite the following lots, tracts, pieces and  
parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of  
cutting weeds in the City of Wichita, Kansas in the year 2009:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
VAC LOTS 20 TO 24 INC & 1/2 VAC ST ADJ GIBBONS GARDENS BEING BEG 525 FT S & 30 FT E NW COR SE 1/4 S 150 FT E 260 FT M-L N 150 FT W TO BEG SE 1/4 SEC 32-26-1E	121.99
LOTS 64-66 MARKET ST. MUNGER'S ORIGINAL TOWN	120.24
14.5 FT TRACT OF LAND IN NE1/4 LY ADJ TO & ELY OF THE ELY LI OF LOT 7 JACKSON-WALKER ADDN. NE1/4 SEC 29-27-1E UTILITY ROLL	147.50
14.5 FT TRACT OF LAND IN NE1/4 LY ADJ TO & ELY OF THE ELY LI OF LOT 7 JACKSON-WALKER ADDN. NE1/4 SEC 29-27-1E UTILITY ROLL	192.50
14.5 FT TRACT OF LAND IN NE1/4 LY ADJ TO & ELY OF THE ELY LI OF LOT 7 JACKSON-WALKER ADDN. NE1/4 SEC 29-27-1E UTILITY ROLL	249.99
LOT 123	114.99

WATER ST. MUNGER'S ORIGINAL TOWN	
LOTS 1228-1230 MARKET ST. BUSH'S ADD.	120.24
LOTS 242-244 EXC E 45 FT MARKET ST. HYDE & FERRELL'S ADD.	114.99
LOTS 246-248 EXC E 45 FT MARKET ST. HYDE & FERRELL'S ADD.	120.24
LOTS 45-47 BLOCK 4 FAIRVIEW ADD.	120.24
E 90 FT N 6 FT LOT 44 & E 90 FT LOTS 46-48 BLOCK 5 FAIRVIEW ADD.	114.99
E 90 FT N 6 FT LOT 44 & E 90 FT LOTS 46-48 BLOCK 5 FAIRVIEW ADD.	120.24
LOTS 13-15 BLOCK 3 CAREY PARK ADD.	120.24
LOT 20 & N 16 FT LOT 22 BLOCK 2 AVONDALE ADD.	120.24
E 80 FT LOT 1 & N 15 FT E 80 FT LOT 3 JACKSON AVE. BROOKS & OLDHAMS ADD.	114.99
LOTS 10-12 MARKET ST. JOSEPH'S ADD.	120.24
LOTS 25-27 ARKANSAS AVE. ROSENTHAL'S SUB.	114.99
LOTS 50-52 ROSENTHAL AVE. ROSENTHAL'S SUB.	120.24
S 17 FT LOT 5-ALL LOTS 7-9-11-13 BLOCK 3 BUCKEYE ADD.	120.24

LOTS 15-17-19-21-23 EXC CANAL BLOCK 3 BUCKEYE ADD.	120.24
LOTS 113-115-117-119 EXC W 42 FT CROWN NOW JEANETTE ST NORTH RIVERSIDE ADD	114.99
LOTS 16-18 & N1/2 LOT 20 ARMSTRONG AVE. BUENA VISTA SUB.	120.24
LOTS 9-11 BLOCK 1 MC INTYRE'S ADD.	114.99
LOTS 31-33 ARKANSAS AVE. HUMPHREY & POOL'S ADD.	120.24
LOTS 9-11 GARLAND AVE. FORD & CRANE'S ADD.	114.99
LOTS 21-23 GARLAND AVE. FORD & CRANE'S ADD.	120.24
S 50 FT N 100 FT RES MAIN ST. MARCH'S ADD.	120.24
S 50 FT RES MAIN ST. MARCH'S ADD.	120.24
LOTS 118-120 WATER ST. LEE'S ADD.	114.99
LOTS 118-120 WATER ST. LEE'S ADD.	120.24
W 90 FT LOTS 110-112 MAIN ST. LEE'S ADD.	114.99
W 42 FT E 87 FT LOTS 146-148 WICHITA ST. SCHWEITER'S ADD.	114.99
W 42 FT E 87 FT LOTS 146-148	120.24

WICHITA ST. SCHWEITER'S ADD.	
LOTS 177-179-181 WATER ST. SCHWEITER'S ADD.	120.24
S 13 1/2 FT LOT 4 ALL LOT 6 WICHITA ST SONES ADD.	120.24
LOTS 20-22 WACO AVE. FITZGERALD'S 2ND. ADD.	120.24
S 1/2 LOT 38-ALL LOT 40 WACO AVE. FITZGERALD'S 2ND. ADD.	120.24
LOTS 78-80 LAWRENCE AVE ENGLISH 6TH. ADD.	120.24
LOTS 78-80 MAIN ST. ENGLISH'S 6TH. ADD.	114.99
LOTS 78-80 MAIN ST. ENGLISH'S 6TH. ADD.	120.24
S 16 2/3 FT LOT 112 & N 16 2/3 FT LOT 114 WATER ST. ENGLISH'S 7TH. ADD.	114.99
LOT 125 & 12 FT VAC ALLEY ADJ ON S MARKET ST. ENGLISH'S 7TH. ADD.	120.24
LOT 127 & 8 FT VAC ALLEY ADJ ON N & ALL LOT 129 MARKET ST. ENGLISH'S 7TH. ADD.	120.24
LOTS 98-100 LAWRENCE AVE. ENGLISH'S 7TH. ADD.	120.24
LOTS 102-104 LAWRENCE AVE. ENGLISH'S 7TH. ADD.	120.24
LOTS 26-28 WICHITA ST. ENGLISH'S 9TH. ADD.	120.24

LOTS 70-72 WICHITA ST. ENGLISH'S 9TH. ADD.	120.24
LOTS 62-64 MAIN ST. ENGLISH'S 9TH. ADD.	120.24
LOTS 2-4 GOLD ST. EUREKA OR ROCK ISLAND ADD.	120.24
E 1/2 LOTS 1-2 SUPPL PLAT OF ROSENTHAL'S 5TH. ADD.	114.99
LOTS 8-9 SUNFLOWER ADD.	120.24
LOTS 135-136 NORTH LAWN ADD.	120.24
LOTS 18-20 GOLD ST. FAIRGROUND'S 2ND. ADD.	120.24
LOT 1 EXC W 60 FT INNES ADD.	114.99
LOT 5 MARKET ST. MARY CAMPBELL ADD.	120.24
LOT 4 MARKET ST. MARY CAMPBELL ADD.	120.24
LOT 4 HALL'S ADD.	120.24
LOT 22 HALL'S ADD.	120.24
LOT 9 BLOCK 4 LOUIS 6TH. ADD.	114.99
LOTS 7-8 BLOCK 3 JONES PARK ADD.	120.24
LOTS 17-18 BLOCK 10 JONES PARK ADD.	114.99

LOTS 7-8-9-10-11-12 BLOCK 12 JONES PARK ADD.	120.24
N 1/2 N 1/2 LOTS 11-12 EXC W 20 FT FOR RD. WALNUT GROVE ADD.	218.62
LOT 1 WARENFELT ADD.	114.99
LOT 1 WARENFELT ADD.	120.24
LOT 5 BLOCK 6 RIVER PARK ADD.	114.99
LOT 12 BLOCK 6 RIVER PARK ADD.	114.99
LOT 16 EXC BEG SW COR THEREOF TH E 676.57 FT TO PT ON E LI SW 163.87 FT TO SE COR NW 661.51 FT TO BEG ROCK ISLAND INDUSTRIAL PARK ADD	378.61
LOT 4 BLOCK 1 STONEBOROUGH ADD.	120.24
LOT 5 BLOCK 1 STONEBOROUGH ADD.	120.24
LOTS 44-46 EXC ST EAGLE NOW 8TH. ST. SUPPL. TO JONES 1ST. ADD.	120.24
LOTS 1-3-5-7 EXC E 10 FT MOSLEY AVE. SANKEY & MC CALL'S ADD.	120.24
N 15 FT LOT 44-ALL LOTS 46-48 EAGLE ADD.	114.99
LOT 1 MATHEWSON AVE. MATHEWSON'S 4TH. ADD.	114.99
LOT 39 MATHEWSON AVE.	114.99

MATHEWSON'S 4TH. ADD.	
N 1/2 LOT 36-ALL LOT 38 PENNSYLVANIA AVE. MATHEWSON'S 4TH. ADD.	114.99
LOTS 25-27 EXC S 45 FT - LOT 29 EXC S 45 FT W 13 FT & ALL LOTS 31-33-35 OAK NOW MURDOCK ALLEN'S 2ND. ADD.	114.99
S 19 FT LOT 8 - ALL LOT 10 & N 4 FT LOT 12 EXC E 8 FT TO CITY MINNEAPOLIS AVE. OAKLAND ADD.	120.24
LOTS 23-25 CLEVELAND AVE. TILFORD'S 2ND. ADD.	114.99
LOTS 23-25 CLEVELAND AVE. TILFORD'S 2ND. ADD.	120.24
LOTS 27-29 EXC HWY CC-17783 CLEVELAND AVE. TILFORD'S 2ND. ADD.	120.24
LOTS 6-7 SHIRK'S ADD.	114.99
LOTS 6-7 SHIRK'S ADD.	114.99
LOTS 44-45 SHIRK'S ADD.	120.24
LOTS 46-47 SHIRK'S ADD.	114.99
LOTS 21-23 OHIO AVE. MOORE'S ADD.	120.24
LOTS 29-31 OHIO AVE. MOORE'S ADD.	114.99
LOTS 1-3 WABASH AVE. MOORE'S ADD.	114.99
LOTS 17-19 MOORE'S 2ND. ADD.	120.24

LOTS 1-3 WABASH AVE. ELLIOTT & HAMMOND'S ADD.	114.99
N 10 FT LOT 19-ALL LOTS 21-23 WABASH AVE. ELLIOTT & HAMMOND'S ADD.	120.24
LOTS 2-4-6-8 & 7 FT ALLEY ADJ TO S LI LOT 2 OHIO AVE. ELLIOTT & HAMMOND'S ADD.	114.99
LOTS 6-8-10 & S 11 FT LOT 12 INDIANA AVE. GARRISON'S 2ND. ADD.	114.99
LOTS 85-87 GRANVILLE PARK ADD.	120.24
W1/2 LOTS 323-324 GRANVILLE PARK ADD.	114.99
E1/2 LOTS 329-330 GRANVILLE PARK ADD.	120.24
LOTS 47-49-51 ALLEN NOW MATHEWSON AVE. GETTO'S ADD.	114.99
LOTS 33-35 OHIO AVE. BURLEIGH'S 3RD. ADD.	114.99
LOTS 65-67 OHIO AVE. BURLEIGH'S 3RD. ADD.	114.99
LOTS 30-32 WABASH AVE. BURLEIGH'S 3RD. ADD.	114.99
LOTS 38-40 WABASH AVE. BURLEIGH'S 3RD. ADD.	114.99
LOTS 61-63 WABASH AVE. BURLEIGH'S 3RD. ADD.	120.24
LOTS 69-71 WABASH AVE. BURLEIGH'S 3RD. ADD.	120.24
LOTS 73-75	114.99

WABASH AVE. BURLEIGH'S 3RD. ADD.	
LOT 6 & N 15 FT LOT 8 VREELANDS ADD.	120.24
S 10 FT LOT 8-ALL LOT 10 VREELANDS ADD.	114.99
LOTS 41-43-45-47 WABASH ADD.	114.99
LOTS 8-10 HYDRAULIC AVE. MILFORD'S REPLAT	114.99
S 8 FT LOT 4-ALL LOT 6 & N 9 FT LOT 8 NEW YORK AVE. KARR'S ADD.	120.24
LOTS 17-19 4TH NOW ST FRANCIS ENGLISH'S 5TH ADD.	120.24
LOTS 50-52 BLOCK 7 ORME & PHILLIP'S ADD.	120.24
LOTS 54-56 BLOCK 7 ORME & PHILLIP'S ADD.	120.24
LOTS 58-60-62-64 BLOCK 7 ORME & PHILLIPS ADD.	114.99
LOTS 58-60-62-64 BLOCK 7 ORME & PHILLIPS ADD.	120.24
E 41 FT LOTS 74-76 BLOCK 8 ORME & PHILLIPS ADD.	120.24
LOTS 139-141-143 BLOCK 9 ORME & PHILLIPS ADD.	120.24
LOTS 78-80 BLOCK 18 ORME & PHILLIPS ADD	120.24
TH PT LOTS 1-2-3 N & W OF PT 25 FT SE ROW & E 1 FT LOTS 1-2-3	131.75

BLOCK 2 UTILITY ROLL	PERRY'S ADDITION	
LOTS 7-8 BLOCK 8 PERRY'S ADD.		121.99
LOTS 7-8 BLOCK 8 PERRY'S ADD.		128.29
LOTS 7-8 BLOCK 8 PERRY'S ADD.		128.29
N 38 FT S 74 FT LOT 39 ZIMMERLY'S ADD.		114.99
LOTS 9-11 4TH NOW ST FRANCIS AVE ZIMMERLY'S 2ND. ADD.		120.24
LOTS 84-86 4TH. NOW ST. FRANCIS AVE. ZIMMERLY'S 3RD. ADD.		120.24
S 5 FT LOT 90 - ALL LOT 92 & N 15 FT LOT 94 4TH NOW ST FRANCIS AVE ZIMMERLY'S 3RD. ADD.		120.24
LOTS 178-180 WASHINGTON AVE. FOREST PARK ADD.		120.24
LOTS 25-27 BLOCK 1 ALLEN & SMITH ADD		114.99
LOTS 25-27 BLOCK 1 ALLEN & SMITH ADD		120.24
LOTS 6-8 BLOCK 3 ALLEN & SMITH'S ADD.		114.99
LOTS 6-8 BLOCK 3 ALLEN & SMITH'S ADD.		120.24
LOTS 10-12 BLOCK 3 ALLEN & SMITH'S ADD.		114.99

LOTS 10-12 BLOCK 3 ALLEN & SMITH'S ADD.	120.24
LOTS 14-16 BLOCK 3 ALLEN & SMITH'S ADD.	114.99
LOTS 38-40 BLOCK 8 ALLEN & SMITH'S ADD.	114.99
LOTS 18-20 BLOCK 9 ALLEN & SMITH'S ADD.	120.24
LOTS 22-24-26 EXC S 10 FT LOT 26 BLOCK 9 ALLEN & SMITH'S ADD.	114.99
LOTS 29-31 BLOCK 12 ALLEN & SMITH'S ADD.	135.24
LOTS 37-39 LEVY ST. SUB.	120.24
LOTS 45-47 MULINIX & ALDEN'S SUB.	120.24
S 15 FT LOT 56-ALL LOT 58 SNIVELY-MILLER & WORK'S SUB.	120.24
LOTS 72-74 SNIVELY-MILLER & WORK'S SUB.	120.24
LOTS 30-32 JACK'S SUB.	114.99
LOTS 30-32 JACK'S SUB.	120.24
LOTS 65-67 WASHINGTON AVE. ROCK ISLAND 3RD. ADD.	114.99
LOTS 65-67 WASHINGTON AVE. ROCK ISLAND 3RD. ADD.	114.99
LOTS 65-67 WASHINGTON AVE. ROCK ISLAND 3RD. ADD.	120.24

LOTS 60-62 MOSLEY AVE. ROCK ISLAND 3RD. ADD.	120.24
LOTS 82-84 MOSLEY AVE. ROCK ISLAND 3RD. ADD.	120.24
S 13 FT LOT 18-ALL LOT 20 & N 10 FT LOT 22 FANNIE AVE. HYDE'S ADDITION	120.24
LOTS 145-147 HUNTER'S 3RD ADD.	114.99
LOTS 145-147 HUNTER'S 3RD ADD.	120.24
E 45 FT LOTS 1-2-3-4-5 BLOCK 4 ROSEBUD ADD.	120.24
LOTS 6-8 PATTIE AVE HUNTSBARGER'S ADD.	120.24
LOTS 34-36 EXC W 7.74 FT FOR HWY WASHINGTON AVE. LINCOLN ST. ADD.	114.99
LOTS 38-40 EXC 7.7 FT M-L FOR HWY WASHINGTON AVE. LINCOLN ST. ADD.	114.99
LOTS 25-27 IDA AVE. LINCOLN ST. ADD.	120.24
LOTS 62-64 & 1/2 VAC ALLEY ADJ ON E PATTIE AVE. LINCOLN ST. ADD.	114.99
LOTS 50-52 LAURA AVE. MC CORMICK'S ADD.	114.99
LOTS 53-55 ELLIS AVE. MC CORMICK'S ADD.	120.24
LOTS 36-38 KITCHENMEISTER'S SUB.	120.24
LOTS 17-19-21-23	114.99

FANNIE AVE. STRONG'S ADD.	
E 60 FT LOTS 98-100-102-104 WASHINGTON AVE. CAMPBELL'S ADD.	114.99
LOTS 118-120 WASHINGTON AVE CAMPBELL'S ADD.	120.24
LOTS 9-11 WABASH 2ND. ADD.	114.99
LOTS 9-11 WABASH 2ND. ADD.	15.00
LOTS 29-31 WABASH 2ND. ADD.	114.99
LOTS 25-27 PATTIE AVE. WALTER MORRIS & SON'S 5TH. ADD.	120.24
BEG 187 FT S & 165 FT E NW COR SW 1/4 NE 1/4 E 145 FT S 60 FT W 145 FT N TO BEG SEC 16-27-1E	114.99
BEG 562 FT S & 175 FT E NW COR SW 1/4 NE 1/4 S 66 FT E 134 FT N 66 FT W TO BEG SEC 16-27-1E	114.99
N 43 FT OF TR BEG 358 FT E & 16 RDS S NW COR SW 1/4 NE 1/4 S 132 FT E 136 FT N 132 FT W TO BEG SEC 16-27-1E	114.99
N 43 FT OF TR BEG 358 FT E & 16 RDS S NW COR SW 1/4 NE 1/4 S 132 FT E 136 FT N 132 FT W TO BEG SEC 16-27-1E	120.24
BEG 30 RDS E NW COR SW 1/4 NE 1/4 E 135 FT S 75 FT W 135 FT N TO BEG SEC 16-27-1E	114.99
LOT 53 BLOCK 1 PURCELL'S 3RD. ADD.	120.24
LOT 12 BLOCK 1	114.99

PURCELL'S 4TH. ADD.	
LOTS 17-19 LAURA AVE. BLOCK 3 LA MASCOTTE ADD.	120.24
LOT 1 & W 2 FT LOT 3 BLOCK 2 ARCHIE ADAMS ADD.	114.99
LOT 3 EXC W 2 FT BLOCK 2 ARCHIE ADAMS ADD.	114.99
LOT 8 BLOCK 2 ARCHIE ADAMS ADD.	120.24
LOT 25 BLOCK C FRANCIS HARVEY ADD.	114.99
LOT 41 BLOCK 8 SCHRADER BROS. 3RD. ADD.	120.24
E 45 FT LOT 8 & W 14 FT LOT 9 BLOCK 11 RAINBOW FIRST ADD.	120.24
LOT 7 BLOCK C RIVERSIDE SECOND ADDITION	120.24
LOT 4 BLOCK 2 I-135-TURNPIKE BUSINESS PARK	166.00
LOT 5 BLOCK 2 I-135-TURNPIKE BUSINESS PARK	144.00
LOTS 22-24-26-28 & N 20 FT LOT 30 HYDRAULIC AVE. MC CAMPBELL'S ADD.	120.24
LOT 15 BUTLER & FISHER'S 2ND. ADD.	114.99
LOTS 19-21 BUTLER & FISHER'S 2ND. ADD.	114.99
LOTS 19-21 BUTLER & FISHER'S 2ND. ADD.	120.24

LOTS 40-42 BUTLER & FISHER'S 2ND. ADD.	114.99
LOTS 40-42 BUTLER & FISHER'S 2ND. ADD.	120.24
LOT 18 & LOT 20 EXC N 9.2 FT OZANNE & WINDSOR'S SUB.	114.99
LOT 18 & LOT 20 EXC N 9.2 FT OZANNE & WINDSOR'S SUB.	120.24
N 9.2 FT LOT 20-ALL LOT 22 OZANNE & WINDSOR'S SUB.	114.99
N 9.2 FT LOT 20-ALL LOT 22 OZANNE & WINDSOR'S SUB.	120.24
LOTS 14-15 ROACH'S SUB.	120.24
LOT 16 & N 8 1/3 FT LOT 17 ROACH'S SUB.	120.24
S 10 FT LOT 18-ALL LOT 20 & N 10 FT LOT 22 GROVE AVE. PARK PLACE ADD.	120.24
LOT 22 EXC N 1/2 FT SPRUCE AVE. PARK PLACE ADD.	120.24
LOT 24 SPRUCE AVE. PARK PLACE ADD.	114.99
LOT 19 LOCUST NOW MADISON AVE. PARK PLACE ADD.	114.99
LOT 30 ASH ST. PARK PLACE ADD.	120.24
LOT 32 ASH ST. PARK PLACE ADD.	120.24
S 1.5 FT LOT 22-ALL LOTS 24-26 & N 2.5 FT LOT 28 MINNESOTA AVE. STITES BROS. ADD.	114.99
S 1.5 FT LOT 22-ALL LOTS 24-26 & N	120.24

2.5 FT LOT 28 MINNESOTA AVE. STITES BROS. ADD.	
LOTS 25-27 ASH ST. STITES BROS. 2ND. ADD.	114.99
LOTS 37-39 ASH ST. STITES BROS. 2ND. ADD.	120.24
LOTS 26-28 ASH ST. STITES BROS. 2ND. ADD.	114.99
LOTS 26-28 ASH ST. STITES BROS. 2ND. ADD.	120.24
LOTS 30-32 ASH ST. STITES BROS. 2ND. ADD.	114.99
LOTS 30-32 ASH ST. STITES BROS. 2ND. ADD.	120.24
LOTS 26-28 LOCUST NOW MADISON AVE. STITES BROS. 2ND. ADD.	120.24
LOTS 30-32 SPRUCE ST. STITES BROS. 2ND. ADD.	114.99
LOTS 41-43 STITES NOW GROVE AVE. STITES BROS. 2ND. ADD.	114.99
LOTS 50-52 PIATT AVE. STITES BROS. 4TH. ADD.	114.99
E 13 FT LOT 7 ALL LOT 8 & W 16 FT LOT 9 WARE'S SUB.	114.99
LOTS 29-31 EXC BEG SW COR LOT 31 N 25 FT E 25 FT S 25 FT W 25 FT TO BEG. SPRUCE ST. SOLOMONS 2ND. ADD.	120.24
LOTS 14-16-18 ROGERS NOW MINNESOTA AVE.	120.24

ROGER'S SUB OF TARLTON'S ADD.	
LOTS 17-19 TENTH ST. ADD.	114.99
LOTS 2-4-6 NORRIS SUB.	114.99
LOTS 18-20 NORRIS SUB.	114.99
LOTS 41-43 SUNNY SLOPE ADD.	114.99
LOTS 41-43 SUNNY SLOPE ADD.	120.24
LOTS 45-47 SUNNY SLOPE ADD.	120.24
LOTS 68-70 TILFORD NOW ASH ST. ELEVENTH ST. ADD.	114.99
LOTS 68-70 TILFORD NOW ASH ST. ELEVENTH ST. ADD.	114.99
LOTS 72-74-76 ASH ST. ELEVENTH ST. ADD.	355.47
PORTION RESERVE I LY E OF MINNESOTA AVE SWAN'S ADD.	120.24
LOTS 9-10-11-12 ROSENTHAL'S 2ND. ADD.	120.24
LOTS 49-50 ROSENTHAL'S 2ND. ADD.	120.24
LOTS 106-107 ROSENTHAL'S 2ND. ADD.	114.99
LOTS 106-107 ROSENTHAL'S 2ND. ADD.	120.24
LOTS 108-109	355.47

ROSENTHAL'S 2ND. ADD.	
W 1/2 LOTS 114-115-116-117 ROSENTHAL'S 2ND. ADD.	120.24
LOTS 138-139-140-141 ROSENTHAL'S 2ND. ADD.	114.99
LOT 203 ROSENTHAL'S 2ND. ADD.	114.99
LOTS 224-225 ROSENTHAL'S 2ND. ADD.	120.24
LOTS 228-229 ROSENTHAL'S 2ND. ADD.	114.99
LOTS 228-229 ROSENTHAL'S 2ND. ADD.	120.24
LOTS 142-144 PIATT AVE. LOGAN ADD.	114.99
LOTS 146-148-150 PIATT AVE. LOGAN ADD.	114.99
LOTS 22-24 ASH ST. LOGAN ADD.	114.99
LOTS 22-24 ASH ST. LOGAN ADD.	120.24
LOTS 22-24 ASH ST. LOGAN ADD.	120.24
LOTS 56-58 ASH ST. LOGAN ADD.	114.99
LOTS 56-58 ASH ST. LOGAN ADD.	120.24
LOTS 104-106 STRONG NOW ASH ST. LOGAN ADD.	114.99
LOTS 104-106 STRONG NOW ASH ST.	120.24

LOGAN ADD.	
LOTS 108-110 STRONG NOW ASH ST. LOGAN ADD.	114.99
LOTS 108-110 STRONG NOW ASH ST. LOGAN ADD.	120.24
E 50 FT LOTS 182-184-186-188 ASH ST. LOGAN ADDITION	120.24
LOTS 127-129 MADISON AVE. LOGAN ADD.	114.99
LOTS 161-163 CAMPBELL NOW MADISON AVE LOGAN ADD.	114.99
LOTS 9-11 SPRUCE ST. LOGAN ADD.	114.99
LOTS 39-41-43-45 GROVE ST. LOGAN ADD.	120.24
LOTS 27-29 BLOCK 1 KANSAS ADD.	114.99
LOTS 27-29 BLOCK 1 KANSAS ADD.	120.24
LOTS 1-3-5-7 BLOCK 2 KANSAS ADD.	114.99
LOTS 1-3-5-7 BLOCK 2 KANSAS ADD.	114.99
LOTS 1-3-5-7 BLOCK 2 KANSAS ADD.	120.24
LOTS 25-27 BLOCK 2 KANSAS ADD.	114.99

LOTS 25-27 BLOCK 2 KANSAS ADD.	120.24
LOT 8 & N 12 1/2 FT LOT 10 BLOCK 3 KANSAS ADD.	120.24
LOTS 24-26 BLOCK 3 KANSAS ADD.	120.24
LOTS 55-57-59 BLOCK 5 KANSAS ADD.	114.99
E 80 FT LOTS 89-91-93 BLOCK 5 KANSAS ADD.	114.99
E 80 FT LOTS 89-91-93 BLOCK 5 KANSAS ADD.	120.24
LOTS 72-74 BLOCK 6 KANSAS ADD.	120.24
LOTS 76-78 BLOCK 6 KANSAS ADD.	114.99
LOTS 84-86 BLOCK 6 KANSAS ADD.	114.99
LOTS 84-86 BLOCK 6 KANSAS ADD.	120.24
LOTS 21-23 BLOCK 2 OHIO ADD.	114.99
LOTS 21-23 BLOCK 2 OHIO ADD.	120.24
LOTS 56-58 BLOCK 7 OHIO ADD	114.99
LOTS 48-50 BLOCK 8	114.99

OHIO ADD.	
LOTS 1-3 STRONG NOW ASH ST. STOUT'S ADD.	114.99
LOTS 1-3 STRONG NOW ASH ST. STOUT'S ADD.	120.24
LOTS 22-24-26 MADISON AVE. STOUT'S ADDITION	120.24
LOTS 28-30 MADISON AVE. STOUT'S ADD.	120.24
LOTS 32-34 MADISON AVE. STOUT'S ADD.	120.24
LOTS 44-46 CAMPBELL NOW MADISON AVE. STOUT'S ADD.	120.24
LOTS 64-66 MADISON AVE. STOUT ADD.	120.24
LOTS 68-70 CAMPBELL NOW MADISON AVE. STOUT'S ADD.	114.99
LOTS 1-3 SPRUCE ST. STOUT'S ADD.	120.24
LOTS 27-29 SPRUCE ST. STOUT'S ADD.	114.99
LOTS 98-100 BLOCK 11 PENNSYLVANIA ADD.	114.99
LOTS 145-147 BLOCK 13 PENNSYLVANIA ADD.	114.99
LOTS 56-58 KANSAS AVE.	114.99

PARKVIEW ADD.	
LOTS 85-87 KANSAS AVE. PARKVIEW ADD.	114.99
LOTS 33-35 HERBERT NOW MINNEAPOLIS PARKVIEW ADD.	114.99
LOTS 73-75 MINNEAPOLIS AVE. PARKVIEW ADD.	114.99
LOTS 58-60 MINNEAPOLIS AVE. PARKVIEW ADD.	114.99
LOTS 90-92 MINNEAPOLIS AVE. PARKVIEW ADD.	120.24
EVEN LOTS 2 THRU 12 ON MINNESOTA AVE & ODD LOTS 1 THRU 23 ON PIATT AVE EXC N 10 FT FOR ST. PARKVIEW ADD.	169.43
LOTS 24-26 GREEN ST. FIREBAUGH'S SUB. BLK. 3 CHAUTAUQUA ADD. EXEMPT #1997-9995-TX	120.24
LOT 1 & N 1/2 LOT 3 POPLAR AVE. OLIVER'S SUB BLK 5 CHAUTAUQUA ADD.	114.99
LOTS 12-14 GREEN ST. FOSTER'S SUB.	120.24
LOT 7 & W 7 1/2 FT LOT 8 FIRST ST. CHAUTAUQUA PLACE ADD.	120.24
LOTS 133-135 & S1/2 VAC ALLEY ADJ ON N CENTRAL AVE. RESURVEY OF BUCK'S 2ND. ADD.	120.24
W 52 FT E 54 FT S 1/2 LOT 7 FRISCO NOW 9TH. ST. MOSSMAN'S ADD.	120.24

W 52 FT E 54 FT S 1/2 LOT 7 FRISCO NOW 9TH. ST. MOSSMAN'S ADD.	120.24
N 20 FT LOT 9-ALL LOT 11 ALICE NOW GREEN ST. MOSSMAN'S 2ND. ADD.	114.99
LOTS 6-8 MONA NOW POPLAR MOSSMAN'S 2ND. ADD.	114.99
LOTS 6-8 MONA NOW POPLAR MOSSMAN'S 2ND. ADD.	120.24
LOTS 1-3 MONA NOW POPLAR ST. MOSSMAN'S 2ND. ADD.	114.99
LOTS 1-3 MONA NOW POPLAR ST. MOSSMAN'S 2ND. ADD.	120.24
E 13 FT LOT 25-ALL LOT 27 & W 12 FT LOT 29 ALICE'S SUB.	120.24
LOTS 70-72-74 TYLER NOW GROVE FAIRMOUNT PARK ADD.	120.24
LOTS 15-17-19 MONA NOW POPLAR ST FAIRMOUNT PARK ADD.	114.99
LOTS 15-17-19 MONA NOW POPLAR ST FAIRMOUNT PARK ADD.	120.24
LOTS 49-51 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	114.99
LOTS 49-51 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	120.24
LOTS 53-55 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	120.24
LOTS 14-16 MONA NOW POPLAR ST.	114.99

FAIRMOUNT PARK ADD	
LOTS 14-16 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	120.24
LOTS 74-76 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	114.99
LOTS 78-80 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	120.24
LOTS 106-108 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	114.99
LOT 114 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	114.99
LOT 114 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	120.24
LOTS 19-21 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD.	120.24
LOTS 23-25 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD.	114.99
LOTS 23-25 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD.	120.24
LOTS 61-63 GREEN ST. FAIRMOUNT PARK ADD.	114.99
LOTS 61-63 GREEN ST. FAIRMOUNT PARK ADD.	120.24
LOTS 65-67 GREEN ST. FAIRMOUNT PARK ADD.	114.99
LOTS 65-67 GREEN ST. FAIRMOUNT PARK ADD.	120.24

LOTS 18-20 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD.	114.99
LOTS 18-20 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD.	120.24
LOTS 50-52 GREEN ST. FAIRMOUNT PARK ADD.	114.99
LOTS 50-52 GREEN ST. FAIRMOUNT PARK ADD.	120.24
LOTS 50-52 GREEN ST. FAIRMOUNT PARK ADD.	120.24
LOTS 54-56 GREEN ST. FAIRMOUNT PARK ADD.	114.99
LOTS 54-56 GREEN ST. FAIRMOUNT PARK ADD.	120.24
LOTS 66-68 GREEN ST. FAIRMOUNT PARK ADD.	114.99
LOTS 66-68 GREEN ST. FAIRMOUNT PARK ADD.	120.24
LOTS 78-80 GREEN ST. FAIRMOUNT PARK ADD.	120.24
LOTS 112-114 GREEN ST. FAIRMOUNT PARK ADD.	114.99
LOTS 41-43 ESTELLE AVE. FAIRMOUNT PARK ADD.	120.24
LOTS 105-107-109 & N 15 FT LOT 111 ESTELLE AVE. FAIRMOUNT PARK ADD.	120.24
LOTS 105-107-109 & N 15 FT LOT 111 ESTELLE AVE.	120.24

FAIRMOUNT PARK ADD.	
S 10 FT LOT 111-ALL LOT 113 ESTELLE AVE. FAIRMOUNT PARK ADD.	120.24
E1/2 LOTS 2-4-6-8 ESTELLE AVE FAIRMOUNT PARK ADD.	120.24
LOTS 98-100 ESTELLE AVE. FAIRMOUNT PARK ADD.	114.99
LOTS 73-75 VOLUTSIA AVE. FAIRMOUNT PARK ADD.	120.24
LOTS 103-105 VOLUTSIA AVE. FAIRMOUNT PARK ADD.	120.24
LOTS 54-56 ACADEMY NOW VOLUTSIA AVE. FAIRMOUNT PARK ADD.	114.99
LOTS 54-56 ACADEMY NOW VOLUTSIA AVE. FAIRMOUNT PARK ADD.	120.24
LOTS 62-64 VOLUTSIA AVE. FAIRMOUNT PARK ADD.	120.24
LOTS 78-80 ACADEMY NOW VOLUTSIA AVE. FAIRMOUNT PARK ADD.	120.24
W1/2 LOTS 1-3-5-7 ERIE AVE. FAIRMOUNT PARK ADD.	120.24
LOTS 9-11 MT. VERNON NOW ERIE AVE. FAIRMOUNT PARK ADD.	114.99
LOTS 62-64 MT VERNON NOW ERIE AVE FAIRMOUNT PARK ADD.	114.99
LOTS 105-107-109 EXC S 7 1/2 FT LOT 109 CHAUTAUQUA AVE.	114.99

FAIRMOUNT PARK ADD.	
LOTS 14-16 MT. OLIVE NOW CHAUTAUQUA AVE. FAIRMOUNT PARK ADD.	114.99
LOTS 14-16 MT. OLIVE NOW CHAUTAUQUA AVE. FAIRMOUNT PARK ADD.	120.24
LOTS 90-92 MT OLIVE NOW CHAUTAUQUA AVE FAIRMOUNT PARK ADD	114.99
LOTS 90-92 MT OLIVE NOW CHAUTAUQUA AVE FAIRMOUNT PARK ADD	120.24
S1/2 LOT 106-ALL LOT 108 CHAUTAUQUA AVE FAIRMOUNT PARK ADD.	114.99
LOTS 26-28 LORRAINE AVE. FAIRMOUNT PARK ADD.	114.99
LOTS 26-28 LORRAINE AVE. FAIRMOUNT PARK ADD.	120.24
LOTS 42-44 BLOCK 1 ESTERBROOK PARK ADD.	114.99
LOTS 42-44 BLOCK 1 ESTERBROOK PARK ADD.	114.99
LOTS 42-44 BLOCK 1 ESTERBROOK PARK ADD.	120.24
LOTS 33-35 BLOCK 2 ESTERBROOK PARK ADD.	120.24
LOTS 33-35 BLOCK 2 ESTERBROOK PARK ADD.	120.24
LOTS 42-44 BLOCK 2 ESTERBROOK PARK ADD.	114.99

LOTS 3-4 BLOCK 3 ESTERBROOK PARK ADD.	114.99
LOTS 13-15 BLOCK 3 ESTERBROOK PARK ADD.	114.99
LOTS 17-19 BLOCK 3 ESTERBROOK PARK ADD.	120.24
LOTS 17-19 BLOCK 3 ESTERBROOK PARK ADD.	120.24
LOTS 43-45 BLOCK 3 ESTERBROOK PARK ADD.	114.99
LOTS 43-45 BLOCK 3 ESTERBROOK PARK ADD.	120.24
LOT 12 & S 10 FT LOT 14 BLOCK 3 ESTERBROOK PARK ADD.	120.24
LOTS 14-16 BLOCK 4 ESTERBROOK PARK ADD.	120.24
LOTS 2-4 BLOCK 5 ESTERBROOK PARK ADD.	114.99
LOT 6-8 BLOCK 5 ESTERBROOK PARK ADD.	120.24
LOTS 1-3 BLOCK 5 ESTERBROOK PARK ADD.	120.24
LOTS 17-19 BLOCK 5 ESTERBROOK PARK ADD.	114.99
LOTS 21-23 BLOCK 5 ESTERBROOK PARK ADD.	120.24
LOTS 83-85 MT. VERNON NOW ERIE AVE.	114.99

WOODRIDGE PLACE ADD.	
LOTS 62-64 MT. VERNON NOW ERIE AVE. WOODRIDGE PLACE ADD.	114.99
ALL LOTS 49-51 & S 3 FT 6 IN. LOT 53 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	114.99
LOTS 49-51 LORRAINE AVE. WOODRIDGE PLACE ADD.	114.99
LOTS 49-51 LORRAINE AVE. WOODRIDGE PLACE ADD.	120.24
LOTS 81-83 LORRAINE AVE. WOODRIDGE PLACE ADD.	120.24
LOTS 6-8 LORRAINE AVE. WOODRIDGE PLACE ADD.	114.99
LOTS 6-8 LORRAINE AVE. WOODRIDGE PLACE ADD.	120.24
LOTS 74-76 LORRAINE AVE. WOODRIDGE PLACE ADD.	120.24
LOTS 30-32 LORRAINE AVE. GIRARD ADD.	114.99
W 1/2 LOTS 2-4-6-8 MT. OLIVE NOW CHAUTAUQUA AVE. GIRARD ADD.	114.99
LOTS 38-40 MT OLIVE NOW CHAUTAUQUA GIRARD ADD.	114.99
LOTS 82-84 MT. VERNON NOW ERIE AVE. GIRARD ADD.	114.99
LOT 2 & 8 FT STRIP ADJ ON N MARSH'S REPLAT	120.24

LOTS 25-27 ESTELLE AVE. ROSE HILL ADD.	114.99
LOTS 6-8 GOETHE NOW ESTELLE ROSE HILL ADD.	114.99
LOTS 14-16 GOETHE NOW ESTELLE AVE. ROSE HILL ADD.	114.99
LOTS 14-16 GOETHE NOW ESTELLE AVE. ROSE HILL ADD.	120.24
LOTS 18-20 GOETHE NOW ESTELLE AVE. ROSE HILL ADD.	114.99
S 52 FT LOT 38 GOETHE NOW ESTELLE GETTO'S 3RD. ADD.	114.99
S 52 FT LOT 38 GOETHE NOW ESTELLE GETTO'S 3RD. ADD.	120.24
N 14 1/2 FT LOT 46 & S 37 1/2 FT LOT 48 GOETHE NOW ESTELLE AVE. GETTO'S 3RD. ADD.	120.24
LOTS 29-31 POPLAR AVE. FAIRMOUNT ORCHARDS ADD.	114.99
W 74 FT LOTS 2-4-6-8 GREEN AVE. FAIRMOUNT ORCHARDS ADD.	114.99
W 74 FT LOTS 2-4-6-8 GREEN AVE. FAIRMOUNT ORCHARDS ADD.	120.24
LOTS 38-40 ESTELLE AVE. FAIRMOUNT ORCHARDS ADD.	114.99
LOTS 17-19 2ND. FAIRMOUNT ORCHARDS ADD.	114.99
LOTS 127-129 VASSAR AVE.	114.99

FAIRMOUNT ADD.	
LOTS 38-40 BLOCK 1 COLLEGE TERRACE ADD.	114.99
LOTS 21-23 BLOCK 4 COLLEGE TERRACE ADD.	120.24
LOTS 29-31 BLOCK 4 COLLEGE TERRACE ADD.	114.99
E 1/2 LOTS 29 & 31 GRACE NOW MINNEAPOLIS BLACKS ADD.	114.99
E 1/2 LOTS 29 & 31 GRACE NOW MINNEAPOLIS BLACKS ADD.	120.24
E 1/2 LOTS 29 & 31 GRACE NOW MINNEAPOLIS BLACKS ADD.	120.24
LOTS 72-74 WALTER MORRIS ADD.	114.99
LOTS 1-3 DOUGLAS AVE. OLIVER'S SUB. OF RICHLAND ADD.	114.99
LOTS 1-3 DOUGLAS AVE. OLIVER'S SUB. OF RICHLAND ADD.	114.99
LOT 5 DOUGLAS AVE. OLIVER'S SUB OF RICHLAND ADD.	114.99
LOTS 28-30 AVE. I NOW GREEN ST. SECOND SUNNY-SIDE ADD.	114.99
LOTS 13-15 & N 1/2 LOT 17 CLEGG NOW KANSAS AVE. STAFFORD & STANCER'S ADD.	120.24
S 1/2 LOT 17 - ALL LOTS 19-21 CLEGG NOW KANSAS AVE. STAFFORD & STANCER'S ADD.	120.24
LOTS 23-25 & N 1/2 LOT 27	120.24

CLEGG NOW KANSAS STAFFORD & STANCERS ADD.	
LOTS 96-97-98 FAIRFAX ADD.	114.99
LOTS 261-262 FAIRFAX ADD.	114.99
LOTS 35-37-39 POPLAR AVE. CARR'S ADD.	120.24
W 89 FT LOTS 82-84 ESTELLE AVE. DIXON'S ADD.	120.24
LOT 6 PERRY'S 2ND. ADD.	114.99
LOT 6 PERRY'S 2ND. ADD.	120.24
LOTS 167-168 OVERLOOK ADD.	114.99
LOTS 34-36-38-40 ESTELLE AVE. REPLAT OF PART OF GETTO'S 2ND. ADD.	114.99
LOTS 34-36-38-40 ESTELLE AVE. REPLAT OF PART OF GETTO'S 2ND. ADD.	120.24
LOTS 93-94 OVERLOOK ANNEX	114.99
LOTS 195-196 & N 10 FT LOT 197 BELMONT PARK ADD.	120.24
LOTS 361-362 BELMONT PARK ADD.	120.24
LOTS 3-4 BLOCK 1 EAST HIGHLANDS ADD.	120.24
LOT 27 BLOCK 2 BEVERLY MANOR ADD.	114.99
S 50 FT W 70.32 FT E 403 FT BLOCK 3 BEVERLY MANOR ADD.	120.24

BEG 131.6 FT N & 196 FT W SE COR NW 1/4 SW 1/4 N 131.6 FT W 135 FT S 131.6 FT E 135 FT TO BEG EXC S 50.6 FT THEREOF SEC 26-27-1E	120.24
BEG 1544 FT N & 190 FT W SE COR SW 1/4 W 176.05 FT N 50 FT E 176.05 FT S TO BEG EXC PT FOR ST SEC 34-27-1E	114.99
LOT 5 BLOCK 5 SCHWEITER'S 6TH. ADD.	120.24
LOT 12 BLOCK 1 PARKMORE ADD.	120.24
LOT 14 BLOCK 3 PARKMORE ADD.	120.24
LOT 2 BLOCK 4 PARKMORE ADD.	114.99
LOT 15 BLOCK 4 PARKMORE ADD.	114.99
LOT 7 BLOCK 7 PARKMORE ADD.	114.99
LOT 19 PURCELL'S ADD.	120.24
LOT 11 BLOCK G MILLAIR ADD.	114.99
LOT 12 BLOCK G MILLAIR ADD.	120.24
LOT 26 BLOCK 12 SCHWEITER'S NINTH ADD.	114.99
W 10 FT LOT 24 ALL LOT 25 & E 11 FT LOT 26 BLOCK 4 SHADYBROOK ADD.	114.99

W 44 FT LOT 26 & E 32 FT LOT 27 BLOCK 4 SHADYBROOK ADD.	114.99
W 2 FT LOT 28-ALL LOT 29 & E 19 FT LOT 30 BLOCK 4 SHADYBROOK ADD.	114.99
E 47 FT LOT 6 & W 25 FT LOT 7 BLOCK 5 SHADYBROOK ADD.	114.99
E 47 FT LOT 6 & W 25 FT LOT 7 BLOCK 5 SHADYBROOK ADD.	114.99
E 47 FT LOT 6 & W 25 FT LOT 7 BLOCK 5 SHADYBROOK ADD.	120.24
E 3 FT LOT 17 ALL LOT 18 BLOCK 5 SHADYBROOK ADD.	120.24
LOT 19 BLOCK 5 SHADYBROOK ADD.	114.99
W 17 FT LOT 32 ALL LOT 33 & E 5 FT LOT 34 BLOCK 5 SHADYBROOK ADD.	120.24
W 17 FT LOT 39 & ALL LOT 40 BLOCK 5 SHADYBROOK ADD	120.24
LOT 11 BLOCK 6 SHADY BROOK ADD.	120.24
W 41 FT LOT 15 & E 37 FT LOT 16 BLOCK 7 SHADYBROOK ADD.	114.99
LOT 3 EXC N 16 FT & N 33 FT LOT 4 BLOCK 10 SHADYBROOK ADD.	120.24
LOT 7 EXC N 15 FT & N 33 FT LOT 8 BLOCK 10 SHADYBROOK ADD.	120.24
LOT 2 BLOCK 12	114.99

SHADYBROOK ADD.	
LOT 3 BLOCK 12 SHADY BROOK ADD.	114.99
LOT 3 BLOCK 12 SHADY BROOK ADD.	120.24
PT LOTS 17 & 18 BEG 35 FT S OF NW COR LOT 17 E 128.8 FT N 77.5 FT TO PT 39.5 FT N OF SE COR LOT 18 W 132.5 FT S 70 FT TO BEG BLOCK 12 SHADYBROOK ADD.	120.24
LOT 33 BLOCK 13 SHADYBROOK ADD.	114.99
LOT 33 BLOCK 13 SHADYBROOK ADD.	120.24
LOT 20 BLOCK 14 SHADYBROOK ADD.	114.99
LOT 20 BLOCK 14 SHADYBROOK ADD.	114.99
LOT 20 BLOCK 14 SHADYBROOK ADD.	120.24
LOTS 7-8 BLOCK 15 COUNTRY CLUB HEIGHTS ADD.	120.24
LOT 8 BLOCK 6 EAST HIGHLAND NORTH ADD.	114.99
LOT 16 BLOCK 6 EAST HIGHLAND NORTH ADD.	120.24
LOT 1 BLOCK 7 EAST HIGHLAND NORTH ADD.	114.99
LOT 1 BLOCK 7	120.24

EAST HIGHLAND NORTH ADD.	
LOT 18 BLOCK 7 EAST HIGHLAND NORTH ADD.	120.24
LOT 9 BLOCK F YALE HEIGHTS ADD.	114.99
LOT 16 BLOCK G YALE HEIGHTS ADD.	120.24
LOT 28 PARKMORE 2ND. ADD.	120.24
LOT 7 BLOCK 3 COUNTRY SIDE ADD.	114.99
LOT 6 BLOCK 7 COUNTRY SIDE ADD.	120.24
LOT 25 FAIRMOUNT PARK 2ND. ADD.	120.24
LOT 1 BLOCK 1 COUNTRY SIDE 2ND. ADD.	114.99
LOT 6 BLOCK P UNIVERSITY PARK ADD.	114.99
LOT 22 BLOCK 1 LINWOOD ORCHARDS ADD.	120.24
LOT 4 BLOCK 4 BUILDER'S FIRST ADD.	114.99
LOT 5 BLOCK 4 BUILDERS FIRST ADD.	114.99
LOTS 19-20 BLOCK 8 UNIVERSITY HEIGHTS ADD.	120.24
LOT 2 BLOCK 3	114.99

BUILDERS 2ND. ADD.	
LOT 5 SIDELS REPLAT	120.24
LOT 10 BLOCK 3 UNIVERSITY HEIGHTS 2ND ADD.	114.99
LOT 10 BLOCK 3 UNIVERSITY HEIGHTS 2ND ADD.	120.24
LOTS 9-11 BLOCK 13 EICHHOLTZ ADD.	120.24
LOT 3 BLOCK 5 PURCELL'S 6TH. ADD.	114.99
LOT 3 BLOCK 5 PURCELL'S 6TH. ADD.	120.24
LOT 7 BLOCK A LIGHTNER PARK ADD.	120.24
LOT 12 BLOCK 4 J WALTER ROSS ADD.	114.99
LOT 12 BLOCK 4 J WALTER ROSS ADD.	120.24
LOT 6 BLOCK 6 J.WALTER ROSS ADD.	120.24
LOT 7 BLOCK 7 J. WALTER ROSS ADD.	114.99
LOT 7 BLOCK 7 J. WALTER ROSS ADD.	120.24
LOT 27 BLOCK 1 PURCELL'S 7TH. ADD.	114.99

LOT 27 BLOCK 1 PURCELL'S 7TH. ADD.	120.24
N 58 FT LOTS 1-2 BLOCK C LEVITT'S ADD.	120.24
LOT 25 LIGHTNER 2ND. ADD.	114.99
LOT 19 STOWELL'S ADD.	120.24
LOT 9 BLOCK A MC MICHAEL & HARPER'S ADD.	120.24
LOT 5 BLOCK B J. WALTER ROSS 2ND. ADD.	120.24
LOT 2 BLOCK 2 KEN-MAR ADD.	114.99
LOT 3 BLOCK 2 KEN-MAR ADD.	114.99
BEG SE COR RES B TH W 100 FT N 160 FT E 100 FT S TO BEG KEN-MAR ADD.	120.24
LOT 2 EXC BEG NW COR E 5 FT S TO SW COR N TO BEG BLOCK 7 GRANDVIEW HEIGHTS ADD.	114.99
LOT 19 BLOCK 2 WILBER'S ADD.	114.99
LOT 19 BLOCK 2 WILBER'S ADD.	120.24
LOT 6 BLOCK J AUDREY MATLOCK HEIGHTS 1ST. ADD.	120.24
LOT 1 BLOCK N	114.99

AUDREY MATLOCK HEIGHTS 1ST. ADD.	
LOT 1 BLOCK N AUDREY MATLOCK HEIGHTS 1ST. ADD.	120.24
LOT 2 & W 1.5 FT LOT 3 BLOCK O AUDREY MATLOCK HEIGHTS 1ST. ADD.	114.99
LOT 19 BLOCK T AUDREY MATLOCK HEIGHTS 1ST. ADD.	114.99
LOT 20 BLOCK T AUDREY MATLOCK HGTS. 1ST. ADD.	114.99
LOT 5 BLOCK U AUDREY MATLOCK HEIGHTS 1ST. ADD.	114.99
LOT 13 BLOCK U AUDREY MATLOCK HEIGHTS 1ST. ADD.	120.24
LOT 2 BLOCK U AUDREY MATLOCK HEIGHTS 1ST. ADD.	114.99
LOT 2 BLOCK U AUDREY MATLOCK HEIGHTS 1ST. ADD.	120.24
LOT 9 BLOCK Y AUDREY MATLOCK HEIGHTS 1ST. ADD.	114.99
LOT 9 BLOCK Y AUDREY MATLOCK HEIGHTS 1ST. ADD.	120.24
LOT 5 BLOCK 5 DETWILER'S ADD.	120.24
PT LOTS 1-2 BEG 40 FT SW SE COR LOT 1 NWLY 35.5 FT M-L N 65.5 FT NW 37 FT M-L TO PT ON N LI LOT 1 SAID PT BEING 21 FT NE OF NW COR LOT 1 SW 76 FT TO MOST NWLY COR LOT 2 SE TO MOST SLY COR LOT 2 NE 30.62 FT TO BEG & ALL LOT 3 & NELY 4 FT LOT 4 BLOCK 18 EASTRIDGE 4TH. ADD.	120.24

LOT 18 BLOCK 3 SOUTHEAST MANOR ADD.	114.99
LOT 5 BLOCK A A. J. CHRISTMAN 2ND. ADD.	114.99
LOT 5 BLOCK A A. J. CHRISTMAN 2ND. ADD.	120.24
THAT PART LOT 18 LYING NE PT 117 FT NE OF W LINE - ALL LOT 19      BLOCK 9 PAWNEE RANCH ADD.	120.24
S 6.5 FT LOT 9 - ALL LOT 10 BLOCK 3 ELM HEIGHTS ADD.	114.99
S 3 FT LOT 4-ALL LOT 5 BLOCK 4 RIDGECREST ADD.	114.99
S 1 FT LOT 11 & N 50 FT LOT 12 BLOCK 4 RIDGECREST ADD.	114.99
LOT 20 BLOCK 4 RIDGECREST ADD.	114.99
LOT 80 EXC E 30 FT FOR ST. HILLSIDE GARDENS ADD.	114.99
LOT 80 EXC E 30 FT FOR ST. HILLSIDE GARDENS ADD.	120.24
LOT 7 REPLAT OF RESERVE A KAUFMAN'S SUB.	120.24
LOT 11 BLOCK C MATLOCK MANOR ADD.	120.24
LOT 12 BLOCK C MATLOCK MANOR ADD.	120.24
LOT 3 BLOCK A DUNHAM ADD.	128.29

E 20 FT LOT 9 & W 40 FT LOT 10 BLOCK 3 EASTRIDGE 9TH. ADD.	120.24
LOT 4 J & G REPLAT IN EASTWOOD VILLAGE ADD.	114.99
LOT 4 J & G REPLAT IN EASTWOOD VILLAGE ADD.	120.24
LOT 7 BLOCK 9 EASTRIDGE 11TH. ADD.	129.99
LOT 13 BLOCK 14 EASTRIDGE 11TH. ADD.	114.99
LOT 10 BLOCK 15 EASTRIDGE 11TH. ADD.	114.99
LOT 5 BLOCK A PLANEVIEW SUB. NO. 1	120.24
LOT 5 BLOCK A PLANEVIEW SUB. NO. 1	120.24
LOT 1 BLOCK D PLANEVIEW SUB. NO. 1	114.99
LOT 2 BLOCK D PLANEVIEW SUB. NO. 1	114.99
LOT 50 BLOCK E PLANEVIEW SUB. NO. 1	120.24
LOT 35 BLOCK G PLANEVIEW SUB. NO. 1	120.24
LOT 28 BLOCK J PLANEVIEW SUB. NO. 1	120.24
LOT 52	120.24

BLOCK J PLANEVIEW SUB. NO. 1	
LOT 31 BLOCK O PLANEVIEW SUB. NO. 1	120.24
LOT 12 BLOCK C PLANEVIEW SUB. NO. 2	114.99
LOT 12 BLOCK C PLANEVIEW SUB. NO. 2	120.24
LOT 26 BLOCK C PLANEVIEW SUB. NO. 2	121.99
LOT 5 BLOCK E PLANEVIEW SUB. NO. 2	114.99
LOT 51 BLOCK F PLANEVIEW SUB. NO. 2	114.99
LOT 51 BLOCK F PLANEVIEW SUB. NO. 2	120.24
LOT 36 BLOCK A HILLTOP MANOR SUB. A REPLAT OF PT HILLTOP MANOR & HILLTOP MANOR 2ND. ADD.	114.99
LOT 68 BLOCK C HILLTOP MANOR SUB. A REPLAT OF PT HILLTOP MANOR & HILLTOP MANOR 2ND. ADD.	120.24
LOT 19           BLOCK F HILLTOP MANOR SUB. A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	120.24
LOT 44       BLOCK G HILLTOP MANOR SUB A REPLAT OF PT HILLTOP MANOR & HILLTOP MANOR 2ND.	114.99
LOT 58       BLOCK G HILLTOP MANOR SUB. A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	114.99

LOT 58 BLOCK G HILLTOP MANOR SUB. A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	120.24
LOT 1 EXC N 65 FT BLOCK E CHARRON'S GARDEN ESTATES ADD.	120.24
LOT 3 BLOCK 3 WOMERS CRESTVIEW HEIGHTS ADD.	120.24
LOT 1 BLOCK 1 HAMPTON ADD.	121.99
LOT 4 EAST SIDE CENTER ADD.	114.99
THAT PART LOT 4 BEG ELY COR SW 115 FT TO SLY COR NW 44.9 FT NE 115 FT TO NELY LI SE 45.02 FT TO BEG BLOCK 6 CHERRY CREEK HILLS	114.99
LOT 1 EXC S 43.45 FT BLOCK 7 CHERRY CREEK HILLS ADD.	114.99
LOT 6 EXC W 38.9 FT BLOCK 3 QUAIL MEADOWS SECOND ADD.	114.99
LOT 6 EXC W 38.9 FT BLOCK 3 QUAIL MEADOWS SECOND ADD.	120.24
W 38.9 FT LOT 6 BLOCK 3 QUAIL MEADOWS SECOND ADD.	114.99
W 38.9 FT LOT 6 BLOCK 3 QUAIL MEADOWS SECOND ADD.	120.24
LOT 50 BLOCK 3 CEDAR LAKES VILLAGE 4TH. ADD.	120.24
LOT 2 EXC BEG SE COR W 138.48 FT NW 45.74 FT E 154.92 FT S 41.75 FT TO BEG BLOCK 1 WASHINGTON HEIGHTS FIFTH ADD.	120.24

LOT 2 BLOCK 3 CHERRY CREEK HILLS FOURTH ADD.	120.24
LOT 2 BLOCK 1 HEDGECLIFF ADD.	114.99
LOT 14 BLOCK A LOST ACRES ADD.	114.99
LOT 2 CURRY ADD.	120.24
LOT 9 BLOCK 1 COTTONWOOD VILLAGE THIRD ADD.	120.24
LOT 1 EXC BEG 77 FT N SW COR N 7.49 FT NELY ALG CUR 385.13 FT SE 105.75 FT SW 228.82 FT W 125 FT TO BEG & EXC COMM SW COR N 77 FT E 125 FT NE 71.26 FT FOR BEG TH SE 14.72 FT NE 14.08 FT SE 2.5 FT NE 24 FT SW 5.25 FT NE 25.13 FT NW 49.25 FT SW 36.71 FT SW 37.08 FT TO BEG BLOCK 2 PARK MEADOW ESTATES ADD.	218.62
LOT 12 BLOCK 4 OAK KNOLL 2ND. ADD.	120.24
LOT 5 BLOCK 1 FRANK & JOHNNY'S ADD.	121.99
LOT 5 BLOCK 4 4TH. ADD. TO CRESTVIEW HEIGHTS	114.99
LOTS 81-83-85-87 EXC N 46.78 FT TEXAS AVE. WEST WICHITA ADD.	114.99
N 1/2 LOT 15 ALL LOT 17 DODGE AVE. LAWRENCE'S 2ND. ADD.	120.24
E 70 FT LOTS 166 & 168 EDWARDS AVE MARTINSON'S 5TH. ADD.	114.99

LOT 402 PHILLIPS NOW RICHMOND AVE. MARTINSON'S 5TH. ADD.	149.98
LOTS 422-424 PHILLIPS NOW RICHMOND AVE. MARTINSON'S 5TH. ADD.	114.99
LOTS 3-4 BLOCK 3 JUNCTION TOWN CO. ADD.	114.99
LOTS 14-15 KAEISER'S 2ND ADD.	120.24
LOTS 24-25 KAEISER'S 2ND. ADD.	120.24
LOTS 85-87 DAYTON AVE. GLENDALE ADD.	114.99
LOTS 45-47 BLOCK G SOUTH UNIVERSITY PLACE ADD.	114.99
LOTS 45-47 BLOCK G SOUTH UNIVERSITY PLACE ADD.	120.24
LOTS 40-42 BLOCK J SOUTH UNIVERSITY PLACE ADD.	120.24
LOTS 33-35 BLOCK K SOUTH UNIVERSITY PLACE ADD.	120.24
THAT PART LOT 2 LY SE OF ORIENT AVE. & ALL LOT 4 EXC ORIENT AVE. BLOCK K SOUTH UNIVERSITY PLACE ADD.	120.24
LOTS 1-3-5 BLOCK O SOUTH UNIVERSITY PLACE ADD.	120.24
LOTS 13-15 BLOCK O SOUTH UNIVERSITY PLACE ADD.	120.24
LOTS 25-27 BLOCK O SOUTH UNIVERSITY PLACE ADD.	114.99

LOTS 25-27 BLOCK O SOUTH UNIVERSITY PLACE ADD.	120.24
LOTS 249-251 RICHMOND'S 2ND. ADD.	114.99
LOTS 49-51 CHASE ST STEWART'S SUB OF RES A	114.99
LOTS 27-29 LONSDALE NOW CUSTER AVE SMITHSON'S SUB	120.24
S 15 FT LOT 18 ALL LOTS 20-22 PHILLIPS NOW RICHMOND ROYAL'S SUB	114.99
E 50 FT LOTS 9-10-11-12 KIRKPATRICK'S 3RD. ADD.	120.24
LOTS 29-31 BLOCK 6 REPLAT PART JOHN MC CORMICK'S ADD.	114.99
LOTS 29-31 BLOCK 6 REPLAT PART JOHN MC CORMICK'S ADD.	114.99
LOTS 13-15 BLOCK 7 WHITLOCK'S REPLAT	120.24
LOTS 24-26-28 BLOCK 13 WHITLOCK'S REPLAT	114.99
LOTS 9-11 BLOCK 4 J O DAVIDSON'S 2ND. ADD.	114.99
LOTS 29-31 BLOCK 13 J. O. DAVIDSON'S 2ND. ADD.	120.24
LOTS 49-51 BLOCK 24 J.O. DAVIDSON'S 2ND. ADD.	120.24
E 40 FT OF W 87 FT LOTS 46-48-50 BLOCK 1 MARTINSON'S 8TH. ADD.	114.99

LOTS 37-39 VINE ST BLOCK G PRINCESS ADD	114.99
LOTS 37-39 VINE ST BLOCK G PRINCESS ADD	120.24
LOTS 21-23 ELIZABETH AVE WALTER MORRIS & SON'S 3RD. ADD.	120.24
W 100 FT LOTS 1-3 RICHMOND AVE. DIAMOND HILL ADD.	114.99
BEG 462 FT N & 67 FT W SE COR NE1/4 W 133 FT S 115.5 FT E 78.2 FT NE 44.3 FT NELY 87.7 FT TO BEG EXC W 1 FT SEC 26-27-1W	120.24
LOT 100 GARDEN VILLA ADD	120.24
LOT 10 PAULIN'S ADD.	120.24
LOT 11 BLOCK 2 EUREKA GARDENS ADD.	114.99
S 26.66 FT LOT 2 & N 26.34 FT LOT 3 MAYFIELD ADD	120.24
LOT 9 BLOCK 8 PAWNEE PARK ADD.	114.99
LOT 6 BLOCK 10 PAWNEE PARK ADD.	114.99
LOT 7 BLOCK 10 PAWNEE PARK ADD.	114.99
LOT 4 BLOCK A GENE DOUGLAS MATLOCK ADD.	120.24
LOT 10	120.24

BLOCK H GENE DOUGLAS MATLOCK ADD.	
RESERVE A KNOWN AS LOT 2 EXC PT TAKEN BY COND. CASE # 92 C-1405 INDIAN HILLS ADD.	128.29
LOTS 2-4-6 BLOCK 8 QUINCY ADD.	114.99
EVEN LOTS 12 TO 36 INC SHERIDAN AVE COLLEGE ADD. UTILITY ROLL	114.99
E 78 FT W 103 FT N 1/2 LOT 25 EXC E 5.405 FT S 12 FT KNIGHT ACRES	128.29
E 1/2 ACRE LOT 28 EXC E 30 FT FOR ST. KNIGHT ACRES	120.24
S 52.5 FT N 202.5 FT LOT 44 KNIGHT ACRES ADD.	120.24
LOT 5 VALLEY ACRES ADD.	120.24
LOT 24 BLOCK 10 ORCHARD PARK ADD.	114.99
BEG SW COR LOT 43 N TO S LI BICKEL AVE SELY 231 FT SWLY TO BEG EXC W 30 FT FOR ST. WEST RIDGE ACRES ADD.	120.24
S 127 FT LOT 4 BLOCK B WESTBREEZE 2ND. ADD.	120.24
LOT 23 SLEASE 2ND. ADD.	114.99
LOT 23 SLEASE 2ND. ADD.	120.24
S 93 FT LOT 16 EXC W 30 FT FOR ST & EXC S 30 FT FOR ST. MARTINSON'S 10TH ADD	120.24
LOT 18 BLOCK 4	120.24

CARLANS ADD.	
LOT 1 BLOCK 3 BRENTWOOD ADD.	120.24
LOT 7 BLOCK 4 KELL HAWKINS ADD.	120.24
LOT 8 BLOCK 4 KELL HAWKINS ADD.	120.24
LOT 4 BLOCK 5 WESTBREEZE ADD.	114.99
LOT 4 BLOCK 5 WESTBREEZE ADD.	160.48
LOT 9 BLOCK 8 REPLAT OF IVA FULTZ GARDENS	120.24
LOT 10 BLOCK 10 1ST. ADD. TO SOUTHWEST VILLAGE	114.99
LOT 3 BLOCK 6 2ND. ADD. TO SOUTHWEST VILLAGE	114.99
LOT 1 BLOCK 17 2ND. ADD. TO SOUTHWEST VILLAGE	114.99
LOT 1 BLOCK 17 2ND. ADD. TO SOUTHWEST VILLAGE	120.24
LOT 1 BLOCK A F. A. BROWN'S 2ND. ADD.	114.99
LOT 1 BLOCK A F. A. BROWN'S 2ND. ADD.	120.24
LOT 12 BLOCK 8 4TH. ADD. TO SOUTHWEST VILLAGE	120.24

LOT 15 BLOCK 26 BUILDERS 14TH. ADD.	114.99
LOT 15 BLOCK 26 BUILDERS 14TH. ADD.	120.24
LOT 13 BLOCK D SUNNYSIDE GARDENS 4TH. ADD.	120.24
LOT 10 BLOCK A BARNETT'S ADD.	120.24
LOT 7 BLOCK F BARNETT'S ADD.	120.24
LOT 4 HICKORY CREEK ADD.	120.24
LOT 12            BLOCK C PATE & VESTERING REPLAT OF PART OF STEWART'S SUB	114.99
LOTS 34-36-38 BLOCK 16 ORIENTA PARK 2ND. ADD.	120.24
LOT 2 BLOCK 6 COUNTRY ACRES ADD.	120.24
LOT 8 BLOCK 26 COUNTRY ACRES 2ND. ADD.	114.99
LOT 10 BLOCK 30 COUNTRY ACRES 2ND. ADD.	120.24
LOT 12 BLOCK B COUNTRY ACRES 3RD. ADD.	120.24
LOT 11 BLOCK 4 PURCELL'S 10TH. ADD.	114.99
LOT 11 BLOCK 4 PURCELL'S 10TH. ADD.	120.24

N 128.5 FT E 238.5 FT LOT 38 EXC E 30 FT DED FOR ST WESTFIELD ACRES ADD.	121.99
LOT 15 BLOCK 1 PURCELL'S 11TH. ADD.	120.24
LOT 8 BLOCK 19 PURCELL'S 11TH ADD	114.99
LOT 1 REPLAT BLK 1 & PT BLK 15 COUNTRY ACRES 2ND. ADD.	169.43
LOT 1 BLOCK 1 WESTPORT INDUSTRIAL PARK 2ND. ADD.	128.29
S 310 FT LOT 1 BLOCK 2 WESTPORT INDUSTRIAL PARK 2ND. ADD.	120.24
LOT 10 MINER-LANE 2ND. ADD.	120.24
LOT 1 WOMER'S WEST LYNN 6TH. ADD.	120.24
LOT 26 BLOCK 16 ECHO HILLS ADD.	114.99
LOT 26 BLOCK 16 ECHO HILLS ADD.	114.99
LOT 26 BLOCK 16 ECHO HILLS ADD.	120.24
LOT 1 EXC BEG NE COR THEREOF TH S 205.72 FT W 181.70 FT N 206.42 FT E 182.20 FT TO BEG BLOCK 1 BRANDING IRON ADD	216.86
RESERVE A ARLINGTON PLACE 2ND. ADD.	114.99
LOT 23 BLOCK 1	120.24

SOCORA VILLAGE ADD.	
LOT 4 ROBBINS FARM 4TH. ADD.	135.24
LOT 2 CIRCUIT CITY ADD.	128.29
LOT 4 BLOCK B AUBURN HILLS 5TH ADD.	120.24
LOT 11 BLOCK 5 RIDGE PORT ADD.	120.24
LOT 68 BLOCK 2 LEGACY ADD., THE	191.97
RESERVE B EXC LEGACY 3RD ADD LEGACY ADD., THE	325.95
LOT 3 MC COMB, R H ADD.	114.99
LOT 3 MC COMB, R H ADD.	114.99
LOT 3 MC COMB, R H ADD.	120.24
LOT 13 BLOCK 1 COUNTRY CLUB COURT ADD.	114.99
LOT 15 BLOCK 1 NORTHRIDGE LAKES PATIO HOMES	114.99
LOT 13 BLOCK 7 SMITHMOOR 9TH ADD.	114.99
LOT 2 EXC W 385.17 FT THEREOF BLOCK 1 PLAZA AT CHERRY CREEK HILLS	325.05
LOT 5 127TH RETAIL ADD.	121.99
LOTS 7-8 BLOCK 4 MC CLAREN ADD.	120.24

LOT 2 BLOCK 3 BELLE TERRE SOUTH ADD.	149.98
LOT 19 BLOCK 4 BELLE TERRE SOUTH ADD.	114.99
LOT 9 BLOCK 3 TIMBER LAKES ESTATES 3RD. ADD.	120.24
LOT 3 BLOCK 1 SOUTHRIVER ADD.	121.99
LOT 32 EXC S 132 FT & EXC N 66 FT & EXC ST VAN DALE ADD.	128.29
S 66 FT LOT 25 EXC W 250 FT & N 66 FT LOT 32 EXC BEG SE COR W 33.5 FT N 66 FT E 4.7 FT SELY TO PT 15.1 FT N OF BEG S TO BEG FOR HWY & EXC W 250 FT VAN DALE ADD.	114.99
W 250 FT S 66 FT LOT 25 & W 250 FT N 66 FT LOT 32 VAN DALE ADD	128.29
LOT 2 HARRISON PARK 3RD ADD.	169.43
THAT PART BLKS 2-7-8 BEG NE COR LOT 14 BLK 8 N 355.91 FT TO PT 20 FT SLY OF CEN LI MOPAC RR ROW TH NW PAR TO & 20 FT SW OF SAID CEN LI 594.5 FT TH SELY PAR TO & 20 FT ELY CEN LI RR ROW 399.67 FT TH E 86.71 FT S 251.33 FT TO S LI LOT 25 BLK 8 TH SLY 57.66 FT NE 62.42 FT SE 67.13 FT TO NW COR LOT 22 BLK 8 TH NE 238.91 FT TO BEG JUNCTION TOWN CO ADDITION	286.07
LOT 5 BLOCK 3 SAWMILL CREEK ADD.	114.99
LOT 4 BLOCK 5 SAWMILL CREEK ADD.	120.24

LOT 9 BLOCK 5 SAWMILL CREEK ADD.	120.24
LOT 24 BLOCK 6 SAWMILL CREEK ADD.	114.99
LOT 24 BLOCK 6 SAWMILL CREEK ADD.	120.24
LOT 31 BLOCK 6 SAWMILL CREEK ADD.	120.24
LOT 48 BLOCK 6 SAWMILL CREEK ADD.	120.24
RESERVE D ZOO BUSINESS PARK ADD.	120.24
LOTS 7-8-15-16 BLOCK 22 DIAMOND'S ADD.	114.99
LOT 1 EXC S 266 FT THEREOF BLOCK 1 PAY DAY MOTORS ADD.	157.76
LOT 21 BLOCK A FLAT CREEK ADD.	114.99
LOT 21 BLOCK A FLAT CREEK ADD.	114.99
LOT 21 BLOCK A FLAT CREEK ADD.	120.24
LOT 17 BLOCK 6 BRENTWOOD SOUTH ADD.	114.99
RESERVE A BRENTWOOD SOUTH ADD.	168.53
RESERVE B BRENTWOOD SOUTH ADD.	168.53

LOT 9 BLOCK B RIDGE PORT NORTH 5TH ADD.	114.99
LOT 10 BLOCK B RIDGE PORT NORTH 5TH ADD.	114.99
LOT 1 BLOCK B FOSSIL RIM ESTATES ADD.	122.77
LOT 23 BLOCK A GRAYS 5TH ADD.	114.99
LOT 11 BLOCK 1 CLEAR CREEK ADD.	120.24
LOT 4 BLOCK 6 CLEAR CREEK ADD.	184.97
LOT 6 BLOCK A RIVENDALE ADD.	120.24
LOT 9 BLOCK B TYLER'S LANDING 2ND ADD.	114.99
LOT 24 BLOCK B TYLER'S LANDING 2ND ADD.	114.99
LOT 40 BLOCK B TYLER'S LANDING 2ND ADD.	128.29
W 70 FT LOTS 166 & 168 EDWARDS AVE MARTINSON'S 5TH ADD	120.24

SECTION 2. This ordinance shall take effect and be in force from and after its passage by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this **24th** day of **February, 2009**.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

(SEAL)

Approved as to form

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Gary E. Rebenstorf, Director of Law

239062  
S-78333

6 Affidavits

Published in The Wichita Eagle on **February 27, 2009**

ORDINANCE NO. \_\_\_\_\_.

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
VAC LOTS 20 TO 24 INC & 1/2 VAC ST ADJ GIBBONS GARDENS BEING BEG 525 FT S & 30 FT E NW COR SE 1/4 S 150 FT E 260 FT M-L N 150 FT W TO BEG SE 1/4 SEC 32-26-1E	1,442.52
LOTS 1110-1112 JACKSON ST. LEWELLEN'S 3RD. ADD.	1,302.73
LOT 5 & N 5 FT LOT 7 BLOCK 3 HIGHLAND ADD.	505.00
LOT 5 & N 5 FT LOT 7 BLOCK 3 HIGHLAND ADD.	505.00
S 1/2 LOT 169-ALL LOT 171 MAIN ST. LEE'S ADD.	604.67
S 5 FT LOT 120-ALL LOT 122 MARKET ST. LEE'S ADD.	779.21
LOTS 78-80 LAWRENCE AVE ENGLISH 6TH. ADD.	1,449.86

LOTS 8-9 SUNFLOWER ADD.	1,085.65
LOTS 131-132 & W 12 1/2 FT LOT 133 NORTH LAWN ADD.	1,246.75
E 12 1/2 FT LOT 133 - ALL LOT 134 NORTH LAWN ADD.	1,200.00
LOT 4 MARKET ST. MARY CAMPBELL ADD.	1,754.60
LOTS 310-312 TOPEKA AVE. DAVIDSON'S ADD.	913.54
S 16 FT LOT 11-ALL LOT 13 & N 6 FT LOT 15 MINNEAPOLIS AVE. OAKLAND ADDITION	375.21
S 21 FT LOT 12 - ALL LOT 14 & N 2 FT LOT 16 EXC E 8 FT TO CITY MINNEAPOLIS AVE. OAKLAND ADD.	802.95
LOTS 2-4 ALLEN NOW MATHEWSON AVE. TILFORD'S 2ND. ADD.	2,230.08
LOTS 6-7 SHIRK'S ADD.	903.68
LOTS 17-19 OHIO AVE. MOORE'S ADD.	1,504.49
LOTS 1-3 WABASH AVE. MOORE'S ADD.	1,484.21
LOTS 6-8 MOORE'S 2ND. ADD.	1,226.69
LOTS 185-187 MATHEWSON AVE. GRANVILLE PARK ADD.	954.45
LOTS 85-87 GRANVILLE PARK ADD.	1,457.23

E1/2 LOTS 333-334 GRANVILLE PARK ADD.	804.64
LOTS 71-73 CLEVELAND AVE. GETTO'S ADD.	1,272.98
LOTS 28-30 ALLEN NOW MATHEWSON AVE. GETTO'S ADD.	1,243.08
LOTS 47-49-51 ALLEN NOW MATHEWSON AVE. GETTO'S ADD.	962.69
LOTS 48-50-52-54 GETTO NOW NEW YORK AVE. GETTO'S ADD.	1,159.35
S 20 FT LOT 80 - ALL LOT 82 & N 15 FT LOT 84 INDIANA AVE. BURLEIGH'S 3RD. ADD.	815.04
LOTS 22-24 WASHINGTON AVE. BURLEIGH'S 3RD. ADD.	1,347.38
N 10 FT LOT 3 ALL LOT 5 PRIEST'S ADD.	152.80
S 50 FT RES A EXC E 30 FT READ & OONK'S ADD.	2,247.44
LOTS 17-19 WABASH ADD.	1,229.37
LOTS 8-10 HYDRAULIC AVE. MILFORD'S REPLAT	1,044.93
E 41 FT LOTS 74-76 BLOCK 8 ORME & PHILLIPS ADD.	933.92
LOTS 97-99 SNIVELY-MILLER & WORK'S SUB.	1,698.85
LOTS 14-16 TOPEKA AVE FARNUM'S SUB.	968.93
LOTS 29-31	1,933.70

WABASH 2ND. ADD.	
BEG SE COR HARVEY'S WALNUT GROVE ADD W 1050.3 FT SW TO PT 200 FT E OF GEM CITY ADD & 950 FT N OF 17TH ST W TO CENTER OF CREEK SE & SW ALG SAME TO NW COR KARR'S ADD E 1131 FT N TO BEG EXC S 125 FT N 275 FT E 175 FT THEREOF & EXC 2.15 ACRES DED TO CITY FOR HWY & EXC PT DED FOR ST SEC 9-27-1E	1,361.55
N 43 FT OF TR BEG 358 FT E & 16 RDS S NW COR SW 1/4 NE 1/4 S 132 FT E 136 FT N 132 FT W TO BEG SEC 16-27-1E	1,462.67
LOT 4 REPLAT OF PART LOTS C & D WALNUT GROVE ADD.	1,235.67
W 14 FT LOT 10 & E 45 FT LOT 11 BLOCK 12 RAINBOW FIRST ADD.	505.00
LOTS 22-24-26-28 & N 20 FT LOT 30 HYDRAULIC AVE. MC CAMPBELL'S ADD.	659.80
S 10 FT LOT 15-ALL LOT 16 & N 5 FT LOT 17 OWSLEY PLACE ADD.	994.93
BEG 630 FT N SE COR N1/2 NE1/4 W 330 FT N 138 FT E 330 FT S TO BEG SEC 32-27-2E	2,556.84
S 1/2 LOT 61-ALL LOT 63 BUTLER & FISHERS'S SUB.	1,171.52
LOT 16 & N 8 1/3 FT LOT 17 ROACH'S SUB.	1,478.34
LOTS 22-23 ROACH'S SUB.	816.54
LOT 23 LOCUST NOW MADISON AVE. PARK PLACE ADD.	781.46
LOTS 5-7 PIATT AVE. STITES BROS. ADD.	1,030.94

W 94 FT LOTS 2-4 PIATT AVE. STITES BROS. 2ND. ADD.	814.09
LOTS 30-32 SPRUCE ST. STITES BROS. 2ND. ADD.	174.00
LOT 32 & E 1/2 LOT 34 CENTRAL AVE. STITES BROS. 2ND. ADD.	1,249.21
LOTS 12-14 & S 3 FT LOT 16 WARE'S SUB.	626.56
LOTS 1-3 TENTH ST. ADD.	1,098.98
LOTS 45-47 NORRIS SUB.	270.91
LOTS 46-48 NORRIS SUB.	150.00
LOTS 29-31 SUNNY SLOPE ADD.	938.30
LOTS 45-47 SUNNY SLOPE ADD.	810.49
LOTS 18-20 SUNNY SLOPE ADD.	875.86
LOTS 9-10-11-12 ROSENTHAL'S 2ND. ADD.	2,036.65
E 50 FT LOTS 53-54-55-56 ROSENTHAL'S 2ND. ADD.	1,331.45
LOTS 210-211 ROSENTHAL'S 2ND. ADD.	150.00
LOTS 224-225 ROSENTHAL'S 2ND. ADD.	609.00
LOTS 84-86 BLOCK 6 KANSAS ADD.	505.00
EVEN LOTS 2 THRU 12 ON MINNESOTA AVE & ODD LOTS 1 THRU 23 ON PIATT AVE EXC N 10 FT FOR ST. PARKVIEW ADD.	1,499.06

LOTS 6-8 ESTELLE AVE. FIREBAUGH'S SUB. BLK. 3 CHAUTAUQUA ADD.	796.55
LOT 1 & N 1/2 LOT 3 POPLAR AVE. OLIVER'S SUB BLK 5 CHAUTAUQUA ADD.	1,141.15
LOTS 110-112 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	1,053.09
LOTS 66-68 GREEN ST. FAIRMOUNT PARK ADD.	1,000.91
LOTS 112-114 GREEN ST. FAIRMOUNT PARK ADD.	809.59
LOTS 13-15 BLOCK 1 ESTERBROOK PARK ADD.	951.42
LOTS 25-27 BLOCK 1 ESTERBROOK PARK ADD.	1,387.79
LOTS 42-44 BLOCK 2 ESTERBROOK PARK ADD.	1,053.95
LOTS 17-19 BLOCK 3 ESTERBROOK PARK ADD.	1,134.86
LOT 12 & S 10 FT LOT 14 BLOCK 3 ESTERBROOK PARK ADD.	850.93
LOTS 14-16 BLOCK 4 ESTERBROOK PARK ADD.	2,049.97
LOTS 17-19 BLOCK 5 ESTERBROOK PARK ADD.	984.87
LOTS 5-7 JOHNSON NOW KANSAS AVE. BLACK'S ADD.	543.78

LOTS 18-20-22-24 JOHNSON NOW KANSAS AVE. BLACK'S ADD.	1,084.80
LOT 6 PERRY'S 2ND. ADD.	1,212.49
S 42 1/2 FT EVEN LOTS 12 TO 22 INC & N 7 1/2 FT ALLEY ADJ CENTRAL AVE. CENTRAL AVE. SUB.	1,713.76
LOTS 343-344 BELMONT PARK ADD.	705.47
LOTS 40-42-44-46 WALTER MORRIS & SON'S 4TH. ADD.	1,175.61
LOTS 23-25 WALTER MORRIS & SON'S 4TH. ADD.	647.00
LOT 4 BLOCK 1 PARKMORE ADD.	1,095.00
LOT 15 BLOCK 4 PARKMORE ADD.	1,296.98
LOT 24 BLOCK 4 PARKMORE ADD.	1,056.91
LOT 8 BLOCK C MILLAIR ADD.	938.30
LOT 8 BLOCK 12 SHADY BROOK ADD.	1,252.53
LOT 8 BLOCK 6 EAST HIGHLAND NORTH ADD.	801.71
W 1 FT LOT 51 - ALL LOTS 52-53 & E 2 FT LOT 54 BLOCK 24 UNIVERSITY HEIGHTS ADD.	887.52
LOT 5 SIDELS REPLAT	875.86
LOT 7	501.56

BLOCK L AUDREY MATLOCK HEIGHTS 1ST. ADD.	
LOT 20 BLOCK Q AUDREY MATLOCK HEIGHTS 1ST. ADD.	898.45
LOT 18 EXC NW 50 FT & EXC THAT PART LYING NE LINE 117 FT NE OF W LINE BLOCK 9 PAWNEE RANCH ADD.	1,376.65
LOT 80 EXC E 30 FT FOR ST. HILLSIDE GARDENS ADD.	964.94
LOT 45 BLOCK E PLANEVIEW SUB. NO. 2	980.88
LOTS 2-4 BLOCK 4 COLLEGE CREST ADD.	1,747.55
N 15 FT LOT 29 - ALL LOT 31 & S 20 FT LOT 33 BLOCK 10 COLLEGE CREST ADD.	375.00
LOT 1 BLOCK 1 HAMPTON ADD.	1,621.11
LOT 1 BLOCK 1 HAMPTON ADD.	989.72
LOTS 13-15 BLOCK O SOUTH UNIVERSITY PLACE ADD.	871.24
LOTS 25-27 BLOCK O SOUTH UNIVERSITY PLACE ADD.	1,004.92
LOTS 63-65-67 BLOCK G SHEARMAN'S ADD.	1,346.73
LOTS 1-3 ST. CLAIR AVE. STILES & SMITH'S ADD.	172.80
LOTS 27-29 LONSDALE NOW CUSTER AVE	1,003.73

SMITHSON'S SUB	
LOT 24 GOSSARD'S SUB-DIVISION OF LOT 1 & PT LOT 3 SWARTZ ADD.	1,103.08
LOT 6 BLOCK 5 KELL HAWKINS ADD.	917.91
LOT 17 FULGROAT ADD.	1,463.01
LOT 17 BLOCK 2 LEONARD POWELL ADD.	816.35
LOT 9 GROVE'S ADD.	1,042.43
LOT 6 BLOCK B PATTERSON GARDENS ADD.	734.07
LOT 4 HICKORY CREEK ADD.	1,009.45
LOTS 1-2-3-4 BLOCK 1 MISSION ADD.	936.49
LOT 4 BLOCK 4 SENECA HAVEN ADD.	430.00
BLOCK 2 ORINDGREFF 2ND ADD	2,400.00
LOT 1 ROANN 2ND. ADDITION	839.36
LOT 1 WINTERSET PLAZA ADD.	2,043.21

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **24th day of February, 2009.**

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

(SEAL)

Approved as to form:

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Gary E. Rebenstorf, Director of Law

**City of Wichita**  
**City Council Meeting**  
February 10, 2009

**TO:** Mayor and City Council

**SUBJECT:** Update of the Water Supply Environmental Impact Statement – Supplemental Agreement

**INITIATED BY:** Water Utilities

**AGENDA:** Consent

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**Recommendations:** Approve Supplemental Agreement No.1 for Professional Services with Burns & McDonnell to update the Environmental Impact Statement.

**Background:** On October 3, 2000, the City Council approved and instructed Staff to begin implementation of the Concept Design Plan for the Integrated Local Water Supply Plan. March 4, 2003, the City Council authorized a project to evaluate potential environmental impacts of the projects constructed as part of the Integrated Local Water Supply Plan (ILWS) Plan. On June 10, 2008, the City Council authorized Burns & McDonnell to update the Environmental Impact Statement. The hydrology section required updating and most expedient was to have Burns & McDonnell Engineering do the update, since they did the initial Environmental Impact Statement which included the hydrology section.

**Analysis:** The Equus Beds Aquifer Storage and Recovery project, which is part of the ILWS Plan, is the first of its kind in Kansas. To help assure the public that the project was safe, the City completed an Environmental Impact Statement (EIS). The study complied with all elements expected of an EIS, but did not have federal sponsorship. Now that the Aquifer Storage and Recovery Project (ASR) has received federal funding through the Bureau of Reclamation, the Bureau of Reclamation (BOR) is required to prepare an additional EIS with their sponsorship. Fortunately, most of the material in the initial EIS can be used, which will help speed the process. Approval of the EIS is necessary in order to use federal funding on construction.

The original Agreement for Professional Services included a scope of services that the BOR agreed would meet their needs in the preparation of the EIS. Supplemental Agreement No. 1 includes additional work to provide assistance to the BOR, as well as projected work required for future Wichita Water Utilities and for BOR questions and requests.

**Financial Considerations:** The initial cost to update the hydrology section was \$66,530. Supplemental Agreement No. 1 amounts to \$40,000 and increases the original Contract to \$106,530. To date, \$30,685 of the work has been completed, leaving \$9,315 for future work. Funding is included in CIP W-549, Water Supply Projects.

**Goal Impact:** This project will ensure efficient infrastructure by providing reliable, compliant and secure utilities and will help assure that adequate water supplies are available for future customers.

**Legal Considerations:** The Law Department has reviewed and approved the Supplemental Agreement as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the Supplemental Agreement for Professional Services with Burns & McDonnell and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No.1 for Professional Services with Burns & McDonnell Engineering.

SUPPLEMENTAL AGREEMENT NO. 1  
To the  
AGREEMENT ON PROFESSIONAL SERVICES

Between  
THE CITY OF WICHITA, KANSAS  
And  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
Kansas City, Missouri  
For

NEPA DOCUMENT ASSISTANCE FOR THE BUREAU OF RECLAMATION

THIS SUPPLEMENTAL AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2009,  
by and between the City of Wichita, Kansas, party of the first part, hereinafter called the "CITY" and  
Burns & McDonnell Engineering Company, Inc., party of the second part, hereinafter called the  
"ENGINEER."

WITNESSETH:

WHEREAS, there now exists an Agreement dated June 10, 2008 between the CITY and the ENGINEER  
for the ENGINEER to provide engineering services in conjunction with the NEPA Document Assistance;  
and

WHEREAS, the ENGINEER completed the Integrated Local Water Supply Plan NEPA document; and

WHEREAS, the CITY agrees to pay additional compensation to the ENGINEER on the basis of this  
Supplemental Agreement duly entered into by the parties.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**I. SCOPE OF SERVICES**

The ENGINEER will furnish professional services to assist the Bureau of Reclamation in the  
completion of an updated NEPA document and perform project tasks, as outlined in Exhibit A  
(Scope of Services).

When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for  
additional services related to the Project such as, but not limited to:

- A. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal  
proceedings related to the Project.
- B. Additional design services not covered by the scope of this Supplemental Agreement.
- C. Construction staking, material testing, inspection and administration related to the Project.

- D. A change in the Scope of Services for the Project.

A change in the Scope of Services for the Project, caused by an act or omission of the CITY, or any error or change in the CITY -provided information, or change in law, or event of force majeure, or if additional services should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional services shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

## **II. IN ADDITION, THE ENGINEER AGREES**

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the Scope of Services.
- B. To attend meetings with the CITY and other local, state and federal agencies as necessitated by the Scope of Services.
- C. To make available during regular office hours, calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this Supplemental Agreement.
- D. To save and hold the CITY harmless against suits, claims, damages and losses for injuries to persons or property arising from or caused by negligent acts, errors, or omissions of the ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Supplemental Agreement.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by the ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the services, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY's Affirmative Action Program as set forth in Exhibit B which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the services herein described in such amounts and at such periods as provided in Article IV and that such compensation will be satisfactory and sufficient payment for services performed and equipment or materials used in connection with such services.
- H. To complete the services to be performed by the ENGINEER within the time allotted for the Project in accordance with the Scope of Services; except that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of designs, drawings, specifications, plans and/or other services or material furnished by the ENGINEER under this Supplemental Agreement in accordance with customarily accepted engineering practices. The ENGINEER further agrees, covenants and represents, that designs, drawings, specifications, plans, and other services or material

furnished by the ENGINEER, its agents, employees and subcontractors, under this Supplemental Agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

- J. The ENGINEER will procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Supplemental Agreement. Such policy of insurance will be in an amount of \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy will be procured and maintained. This policy will include an "all state" endorsement. Said insurance policy will also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit will be:

Workman's Compensation – Statutory

Employer's Liability – \$500,000 each occurrence

Further, a comprehensive general liability policy will be procured and maintained by the ENGINEER that will be written in a comprehensive form and will protect the ENGINEER against all claims arising from injuries to persons (other than the ENGINEER's employees) or damage to property of the CITY or others arising out of any negligent act or omission of the ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this Supplemental Agreement. The liability limit will be \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance will be filed with the CITY prior to the time the ENGINEER starts any services under this Supplemental Agreement. In addition, insurance policies applicable hereto will contain a provision that provides that the CITY will be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the services that this Supplemental Agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the services required by this Supplemental Agreement. The ENGINEER will also advise the CITY of any changes in the person designated Project Manager. Written notification will be provided to the CITY for any changes exceeding one week in length of time.

### **III. THE CITY AGREES**

- A. To designate a Project Manager for the coordination of the services that this Supplemental Agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the services required by this Supplemental Agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- B. To furnish all available data pertaining to the Project now in the CITY's files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the

ENGINEER. The ENGINEER shall have no liability for defects in the Services attributable to the ENGINEER's reliance upon or use of data, information, reports, analysis, protocols, plans, or other information furnished by or through the CITY or third parties retained by the CITY.

- C. To provide standards as required for the Project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in the Scope of Services.
- D. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the ENGINEER in a timely fashion.
- E. To provide the rights-of-entry for the ENGINEER's personnel in performing field surveys and inspections, and right-of-way/easements and land required for Project.
- F. To provide permits and approvals for Project.
- G. To pay the ENGINEER for his services in accordance with the requirements of this Supplemental Agreement.

#### **IV. PAYMENT PROVISIONS**

- A. Payment to the ENGINEER for the performance of the professional services required by this Supplemental Agreement shall be on a maximum not-to-exceed basis as follows:
  - 1. Amount of Payment:
    - a. For services performed, the CITY shall pay the ENGINEER the sum of amounts determined as follows:
      - (1) For time spent by personnel, payment at the hourly rates indicated in the attached "Schedule of Hourly Professional Service Billing Rates" Form BMR908. Such rates include overhead and profit. The schedule is effective to December 31, 2008, and shall be revised annually thereafter.
      - (2) For expenses incurred by the ENGINEER, such as authorized travel and subsistence including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, the cost to the ENGINEER plus 10 percent.
      - (3) For normal computer usage, computer-aided drafting (CAD), telephone, fax, photocopy and mail services, a technology charge in accordance with the "Schedule of Hourly Professional Service Billing Rates" in effect at the time the service is provided. Specialty items are not included in the technology charge. For reproduction, printing and binding of documents, and vehicle and testing apparatus usage, amounts as determined from the ENGINEER's schedule of rates in effect at the time the service is provided.
      - (4) For professional services rendered by others as subcontractor(s) to the ENGINEER such as surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photos, or other activities required or requested by the CITY shall be billed at the cost to ENGINEER plus 10 percent.

- b. Total payment for the Scope of Services described herein shall not exceed One Hundred Six Thousand Five Hundred Thirty Dollars (\$106,530.00) without written approval of the CITY.
- 2. Invoices: See Notes on the attached "Schedule of Hourly Professional Service Billing Rates," Form BMR908.
  - a. Monthly invoices will be submitted by the ENGINEER to the CITY covering services performed and expenses incurred during proceeding month.
  - b. Invoices will set forth: hours worked by each person, total hours worked and total labor billing, and a summary of expenses and charges. Upon request, documentation of reimbursable expenses included in the invoice will be provided at the cost to ENGINEER.
- 3. Payments:
  - a. Invoices are due upon receipt. In the event a portion of the ENGINEER's invoice is disputed by the CITY, the undisputed portion shall be paid by the CITY by the due date. The CITY shall advise the ENGINEER in writing of the disputed portion of any invoice.
  - b. Taxes other than for federal and state income tax assessments, as may be imposed by state and local authorities, shall be in addition to payment stated under IV.A.1.
- 4. In the event and to the extent that an act or omission of CITY, or any error or change in CITY-provided information, or change in law, differing site conditions, or event of force majeure affects the services or increases ENGINEER's costs, ENGINEER shall be entitled to a change to the Work and an equitable adjustment in the compensation, as appropriate. ENGINEER shall propose in writing a change to the work and an equitable adjustment in the compensation due to any such change, and CITY shall accept or dispute such proposal in writing within fifteen days of receipt of ENGINEER's proposal.

**V. THE PARTIES HERETO MUTUALLY AGREE**

- A. That the right is reserved to the CITY to terminate this Supplemental Agreement at any time, upon written notice, in the event the Project is to be abandoned or indefinitely postponed, or because of the ENGINEER's inability to proceed with the services, or because the services of the ENGINEER are unsatisfactory; provided, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Supplemental Agreement, but in no case will payment be more than the ENGINEER's actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER's actual costs.
- B. That the field notes and other pertinent drawings and documents pertaining to the Project will become the property of the CITY upon completion or termination of the ENGINEER's services in accordance with this Supplemental Agreement; and there will be no restriction or limitation on their further use by the CITY. Provided, however, that the CITY shall hold the ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the Project.
- C. That the services to be performed by the ENGINEER under the terms of this Supplemental Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

- D. In the event of unavoidable delays in the progress of the services contemplated by this Supplemental Agreement, reasonable extensions in the time allotted for the services shall be granted by the CITY, provided, however, that the ENGINEER will request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this Supplemental Agreement and all contracts entered into under the provisions of this Supplemental Agreement will be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY's review, approval or acceptance of, nor payment for, any of the services required to be performed by the ENGINEER under this Supplemental Agreement will be construed to operate as a waiver of any right under this Supplemental Agreement or any cause of action arising out of the performance of this Supplemental Agreement.
- G. The rights and remedies of the CITY provided for under this Supplemental Agreement are in addition to any other rights and remedies provided by law.
- H. The CITY and the ENGINEER waive all rights against each other and their officers, directors, agents and employees for damage covered by property insurance during and after the completion of the ENGINEER's services.
- I. Construction contractors shall be required to provide (or the CITY may provide) Owners' Protective Liability Insurance naming the CITY as a Named Insured and the ENGINEER as an additional insured, or, to endorse the CITY and the ENGINEER as additional insureds on construction contractor's liability insurance policies covering claims for personal injuries and property damage. Construction contractors shall be required to provide certificates evidencing such insurance to the CITY and the ENGINEER.
- J. The ENGINEER's aggregate liability to the CITY for all liabilities arising out of the ENGINEER's services performed under this Supplemental Agreement shall not exceed \$40,000. Limits set forth in this Supplemental Agreement shall apply notwithstanding any and all causes whatsoever including, but not limited to negligence (of any degree), errors, omissions, warranty, indemnity, strict liability or breach of contract.

In no event shall either party be liable to the other for any indirect, special or consequential damages, including without limitation, loss of profits or revenue, loss of production, cost of capital, claims by customers, fines or penalties, whether liability is based on contract, warranty, negligence, strict liability or otherwise.

- K. On-Site Services. Project site visits by the ENGINEER during construction or equipment installation, or the furnishing of project resident representatives shall not make the ENGINEER responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the plans and specifications.
- L. Estimates and Projections. Estimates and projections prepared by the ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on the ENGINEER's experience, qualifications and judgment as a design professional. Since the ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays,

construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, the ENGINEER does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by ENGINEER.

- M. It is specifically agreed between the parties executing this Supplemental Agreement, that it is not intended by any of the provisions of any part of this Supplemental Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Supplemental Agreement to maintain a suit for damages pursuant to the terms or provisions of this Supplemental Agreement.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of the date first above written.

By Action of the City Council

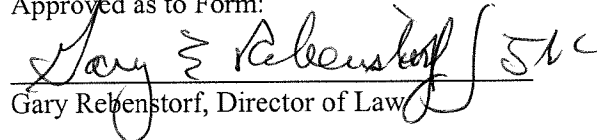
\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:


ATTEST:

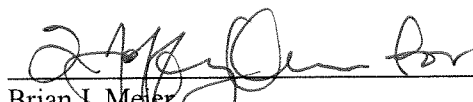
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Karen Sublett, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BURNS & McDONNELL ENGINEERING COMPANY, INC.

  
\_\_\_\_\_  
James L. Foil, P.E.  
Vice President, Infrastructure Group

  
\_\_\_\_\_  
Brian J. Meier  
Project Manager

ATTEST:

\_\_\_\_\_

## **Exhibit A**

### **ASR Project Scope of Services NEPA Document Assistance for Bureau of Reclamation**

#### **Wichita, Kansas**

1. Original Fee of \$66,530.
2. Additional scope of work included retrieval of the 1999 groundwater modeling information, updating the model with current data, redeveloping the stream/aquifer interaction relationship for the operations model, preparation of summary documentation and a number of meetings and conference calls. Additional modeling and appendix development hours were required to satisfy the BOR.

Additional operation modeling was also required to satisfy the BOR. Major work tasks included development of an appendix that describes the synthesis of the streamflow data used in the operations model. The simulation period for the operations model was water years 1922–1996 and was extended through water year 2007 and update of the streamflow appendix plus a corresponding update to the reservoir evaporation appendix. Multiple model runs were ultimately required and completed to validate the methods for allocating aquifer discharge and after these interaction rates were finalized.

Cost of \$30,685 and 310 hours.

3. Provide additional support to WWU and BOR for completion of the EIS.

Cost allowance of \$9,315 and about 48 hours.

4. Amended Fee with Supplemental Amendment No. 1 of \$106,530.

## Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$53.00
Technician*	6	\$58.00
Assistant*	7	\$67.00
	8	\$94.00
	9	\$104.00
Staff*	10	\$113.00
	11	\$127.00
Senior	12	\$134.00
	13	\$147.00
Associate	14	\$160.00
	15	\$171.00
	16	\$176.00
	17	\$182.00

### NOTES:

- Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
- The hourly rates shown above are effective for services through December 31, 2008, and are subject to revision thereafter.
- For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
- Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
- For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
- A technology charge of \$9.50 per labor hour will be billed for normal computer usage, computer aided drafting (CAD) long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
- Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

City of Wichita  
City Council Meeting  
February 10, 2009

**TO:** Mayor and City Council

**SUBJECT:** Office of Central Inspection Building Permit Fee Increase

**INITIATED BY:** Office of Central Inspection

**AGENDA:** Consent

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**Recommendation:** Receive and file agenda item outlining Office of Central Inspection (OCI) building permit fee increases, to become effective February 16, 2009.

**Background:** The OCI construction plan review, permitting and inspection service function has been operated as a self-sustaining *Special Revenue Fund* since 1984. OCI is funded primarily through building construction permit fees, building plan review fees, and business licensing fees.

In 1995, the City Council adopted Resolution R-95-560. This Resolution set forth the intent of the Council with respect to OCI *Special Revenue Fund* budget reserve levels, permit fee discounts or increases, and other matters pertaining to the continued operation of OCI as a *Special Revenue Fund*. A key component of Resolution R-95-560 was the City Council's stated intent to maintain the OCI operating budget cash reserve at an amount equal to between three (3) and four (4) months of the annual OCI expenditure budget. Per Resolution R-95-560, building permit fees shall be discounted or increased to maintain the three (3) to four (4) month target reserve level.

**Analysis:** Since January 1, 2005, OCI has applied a 15% surcharge on base building permit fees (as set forth in a previously adopted **1985** base building permit fee table). Since January 2005, this 15% surcharge has successfully maintained the OCI *Special Revenue Fund* reserve level between three (3) to four (4) months of annual budgeted expenditures. However, by the end of November 2008, the OCI *Special Revenue Fund* reserve level dipped to just under three (3) months; as of December 31, 2008, the reserve level had decreased to approximately 2.7 months. To increase the OCI *Special Revenue Fund* operating reserve to a more appropriate level (at least three (3) months), staff intends to implement an additional building permit fee surcharge, increasing the current 15% surcharge (on the **1985** base building permit fee tables) to 30%. The building permit fee increase will become effective on February 16, 2009.

In the most recent Building Code amendments, a 2006 base building permit fee was adopted, replacing the previously adopted 1985 base building permit fee table. The proposed 30% surcharge against the previous 1985 base building permit fee table will translate to an approximate 20% building permit fee *discount* on the more recently-adopted 2006 base building permit fee table.

On January 16, 2009, OCI staff and Budget Office staff met with the Wichita Area Builder Association's "Industry Review Board" (established by Resolution R-95-560) to review the OCI *Special Revenue Fund* status. The proposed additional building permit fee table surcharge (increasing the surcharge from the current 15% to 30%) was also reviewed.

**Financial Considerations:** The building permit fee increase will be implemented on February 16, 2009.

**Legal Considerations:** Formal City Council approval of building permit fee adjustments is not required by Resolution R-95-560. However, because the "base" building permit fee schedule is codified in Title 18, the Law Department recommends that the City Council review fee adjustments.

**Recommendations/Actions:** Receive and file report on OCI building permit fee increase.

**Second Reading Ordinances for February 10, 2008 (first read on February 3, 2009)**

Public Hearing and Issuance of Industrial Revenue Bonds, Ethanol Products, LLC. (District II)

ORDINANCE NO. 48-175

An ordinance authorizing the City of Wichita, Kansas to issue its taxable Industrial Revenue Bonds, Series i, 2009 (Ethanol Products, LLC), in the aggregate principal amount of \$4,000,000 for the purpose of constructing and acquiring a commercial facility; and authorizing the execution of certain documents in connection with the issuance of the bonds.

Public Hearing and Property Tax Exemption Request, JR Custom Metal Products. (District IV)

ORDINANCE NO. 47-176

An ordinance exempting property from ad valorem taxation for economic development purposes pursuant to Article 11, Section 13, of The Kansas Constitution; providing the terms and conditions for ad valorem tax exemption; and describing the property of JR Custom Metal Products, so exempted.

Public Hearing and Tax Exemption Request, Piping and Equipment Company, Inc. (District VI)

ORDINANCE NO. 48-177

An ordinance exempting property from ad valorem taxation for economic development purposes pursuant to Article 11, Section 13, of The Kansas Constitution; providing the terms and conditions for ad valorem tax exemption; and describing the property of JR Custom Metal Products, so exempted.

Correction to Transit Teamster Pay Rates in the Non-exempt Salary Ordinance.

ORDINANCE NO. 48-478

An ordinance providing for a uniform schedule of standard pay ranges for non-exempt employees of the City of Wichita, repealing Ordinance No. 48-152.

Correction to Tennis Professional Incentives in Exempt Salary Ordinance.

ORDINANCE NO. 48-179

An ordinance providing for a uniform schedule of standard pay ranges for exempt employees of the City of Wichita, repealing Ordinance No. 48-130

DER 2008-10-Amendments to the Wichita-Sedgwick County Subdivision Regulations.

ORDINANCE NO. 48-180

an ordinance amending section 28.05.010 of the code of the city of Wichita and adopting by reference the “Wichita-Sedgwick county subdivision regulations, December 4, 2008 edition”, prepared by the Metropolitan Area Planning Commission; and repealing the original of chapter 28.05 of the code of the city of Wichita; and repealing the Wichita-Sedgwick County subdivision regulations January 28, 1999 edition, and amendments thereto.

SUB 2008-86 -- Plat of Ledgestone Addition located west of Seneca and north of Pawnee.  
(District IV)

ORDINANCE NO. 48-181

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

A09-02 Request by Paul E. Kelsey, of Kelsey Investments, Inc., to annex lands generally located north of 13th Street North and west of 135th Street West. (District V)

ORDINANCE NO. 48-182

An ordinance amending Section 28.05.010 of the Code of the City of Wichita and adopting by reference the “Wichita-Sedgwick county subdivision regulations, December 4, 2008 edition”, prepared by the Metropolitan Area Planning Commission; and repealing the original of chapter 28.05 of the code of the city of Wichita; and repealing the Wichita-Sedgwick County subdivision regulations January 28, 1999 edition, and amendments thereto.

Acquisition by Eminent Domain of Tracts of Land for Water and Sanitary Sewer Lines in the vicinity of 21st Street North and 135th Street West. (District V)

ORDINANCE NO. 48-183

An ordinance providing for the acquisition by eminent domain of certain private property, easements and right-of-way therein, for the purpose of acquiring real property for the construction of a waterline along 135th Street West and a sewer line north of 21st Street North and west of 135th Street West Sedgwick County, Kansas; designating the lands required for such purposes and directing the city attorney to file a petition in the district court of Sedgwick County, Kansas, for acquisition of the lands and easements therein taken and providing for payment of the cost thereof.